

1897-059 Chancery Causes: Elisha F. Sprinkle vs. James R. Eley &c  
Lee Co.

Orr, Goins, Wygal, Haburn, Edwards, Mink, Elliott

1 Plat

CA-Debt  
T-Property

-Deed



To the Honorable H.S.R. Morison Judge of the Circuit Court of Lee County Virginia,

Humbly complaining your Orator E.F. Sprinkle a citizen &c would respectfully state and show to your Honor that on the ~~10<sup>th</sup>~~ day of ~~October~~ 1890, he was the owner in fee of a valuable tract of land, situated in Lee County Virginia, in what is known as the "Poor Valley" adjoining the lands of William Pennington and other? containing ~~120~~ acres more or less: that on said day aforesaid, he at the special instance and request of James R. Ely Sarah C. Ely and Charles N. Ely, swapped or exchanged said tract of land to them the said Elys for a tract of land which they owned or claimed to own, situated on the Sulphur Spring road, about two miles from the town of Jonesville: that at the time of said exchange aforesaid the said Elys owed on the purchase price of said land the sum of \$520.00 which constituted a vendors lien thereon, that said sum of money was not then due, and that the said Elys assured your orator that they would pay off and discharge said sum as soon as the same become due, your orator confiding in the said promises and undertakings of the said Elys to remove said lien, on the 10th day of October 1890, at the special request of the said Elys conveyed said Poor valley tract of land to the said Sarah C. Ely. Your Orator will now show your Honor that in order to protect himself against the sum due by the said Elys on the tract of land exchanged by them to him, he retained in the deed aforesaid an alien on the land conveyed by him to them, to secure the payment of the said sum of \$520.00 due by them on the said land conveyed by them to him. Your Orator will now show your Honor that the said Elys have not paid said sum of money or any part thereof and the same is now due, and A.L. Pridemore the holder and owner of one of the notes executed by said Elys has instituted suit in this Honorable Court and has at this term obtained a decree for the sum of \$260.00 with interest thereon from the 1st day of January 1890 till paid and the costs of said suit and for a sale of the land now owned by your orator, unless the said Elys or some one for them shall sooner pay said debt. Your Orator will now show your Honor that the said Elys are making no effort to pay said debt and are not in a condition to pay the same. Your Orator will further show your



CONCEA BILL INTD  
TO THE HONORABLE J. S. HOLIFORN, JUDGE OF THE DISTRICT COURT OF 1898

Honor that the said Sarah C. Ely is now cutting and preparing to have sawed in to lumber all the valuable timber on the said tract of land conveyed by your orator to her: that there has been cut and hauled to a point for sawing, logs amounting to some sixty or seventy thousand feet: that it is the purpose of said Elys to have said logs sawed into lumber as soon as the same can be done and when sawed to sell the same to some one of the various lumber dealers that are now operating along the line of the L. & N.R.R., that a said tract of land so conveyed by your orator to the said Sarah C. Ely is valuable principally for the timber and mineral thereon; that in fact the timber is the principal thing of value on said land that is visible at this time. Your Honor will see from an inspection of said deed made by your Orator to the said Sarah C. Ely that he only retained a vendor lien on all of said tract of land except 60 acres on the west end of said tract. Your orator will now show your Honor that the timber cut by the said Elys has been principally cut from the land on which your orator has said lien, and your Orator will now show your Honor that if said Elys are allowed to remove and dispose of said timber thus cut by them from said land that his <sup>security</sup> lien will be so lessened, that the value of said tract of land will be so materially decreased that his lien so retained will be almost valueless, certainly not sufficient to secure him against loss on account of the lien still existing on the land exchanged by said Elys to him. Your Orator will now show your Honor that the said Ely by deed dated on the 10th day of October 1890 conveyed to him the tract of land so exchanged to him as aforesaid that said conveyance is one of general warranty, but that this warranty is of no value against them personally as they are almost if not entirely insolvent.

A copy of the deed made by your Orator to the said Sarah C. Ely is filed herewith as part hereof marked "A" and a copy of the deed made by them to your Orator is herewith filed marked "B" and each are asked to be made a part of this bill.

The object of this bill is to enjoin and inhibit the said Elys or any of them from selling or disposing of said timber or any part thereof, to have a receiver appointed to take charge of and sell said timber and apply the proceeds thereof to the payment of said







(D.M.)  
 C. H. Sprinkle  
 95-<sup>1</sup>/<sub>2</sub> Bill. for Sugarcane  
 Larries R. Ely et al

H.C.	11.72
S.	4.20
J.P.	5.00
Wito	2.50
Atty	15.00
Est.	5.00

872 1st July Rule  
 Bill filed Spu  
 Incl. V.D. Wise  
 " 2nd July Rules Contd  
 " 17 2nd Aug " "  
 " 17 2 Sept " "  
 " 1 Oct Rules Contd  
 " 2 Oct to D. Wise  
 Cause set for  
 hearing 11/8

\$43.42  
 20.79  
 64.21

... and it proper to do so that the said land so exchanged with said  
land and apply the proceeds thereof to the payment of said debt  
a receiver be appointed to take charge of and sell said said land  
the same as land on which your orator has said vendors lien. That  
the same land being necessary or disposing of the timber on said  
deciding the said land to Charles H. and James R. Ely et al  
 arrived: that an injunction be granted enjoining the said  
 to answer the same as our new deed not to do so or with being  
 that the parties defendant for said bill and that the same be  
 is that Charles R. Ely et al. and James R. Ely and James R. Ely  
 and do your orator for the said land the prayer of your orator  
 because more debt still the said said land on the said



To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining, your orator, Elisha F.Sprinkle, would respectfully represent and show unto your honor, that heretofore, to wit, on the 13th day of June 1892, he filed in the Circuit Court of Lee County his original bill praying for an injunction to restrain and inhibit James R.Ely, Sarah C.Ely, and Charles N.Ely from cutting and removing timber from the lands in the bill and proceedings mentioned. In that bill your orator showed to your honor that on the 10th day of October, 1890, he was the owner in fee of a tract of land containing 120 acres more or less, situated in the Poor Valley, in Lee County, and that on that day he exchanged said tract of land to the said Elys for a tract of land owned or claimed by them lying on the Surprur Spring road, about two miles from the town of Jonesville, and in said bill your orator showed to your honor that the said Elys conveyed said tract of land to him with covenants of general warranty, and that at the time of said conveyance they owed on said land the sum of \$520.00 for which a lien had been reserved in the deed conveying said lands to them, which said lien they solemnly asured your orator they would pay off and discharge as the same became due. Your orator further showed your honor in said original bill, that at the request of the said Elys, he conveyed said Poor Valley tract of land to the said Sarah C.Ely, retaining a lien on the Eastern half thereof for the purpose of securing himself against the lien then existing upon the tract of land exchanged by the said Ely to him, and in said bill your orator further showed your honor that said Elys had failed to pay the \$520.00 due by them on said tract of land, and that A.L.Pridemore, the holder and owner of one of the notes executed by the said Ely for the purchase price of said land, had instituted a suit in your honor's court to enforce said lien, and at the June term 1892 thereof, had obtained a decree for the amount of his debt and for a sale of the tract of land conveyed to your orator by the said Elys and on which said lien had been retained. And now by way of Amendment to said original bill your orator will show your honor that on the 15th day of May 1893 the Commissioner appointed for the purpose sold said tract of land ( the same which the said Elys conveyed to your orator )



and at said sale, one William P. Wood became the purchaser at the price of four hundred and fifty dollars \$450.00, which said sale was duly reported to the court and confirmed a decree entered in the chancery cause of A.L. Pridemore vs. James R. Ely et als. on the \_\_\_\_ day of \_\_\_\_ 1893, which proceedings as your orator is advised amount <sup>to his</sup> a legal eviction from said land, <sup>and entitles him to damages for the breach of warranty of said</sup> and gives him a right of action against the said Sarah C. Ely to enforce the lien retained by him in said deed aforesaid for the value of the tract of land conveyed to him by the said Elys and which he has lost by said judicial proceedings aforesaid, your orator refers to and makes a part of this <sup>amended</sup> bill the bill and proceeding in the cause of himself against James R. Ely et als. still pending in this court and he likewise refers to and makes a part of this amended bill the bill, decrees, and reports in the chancery cause of A.L. Pridemore against James R. Ely et als also still pending in this honorable court.

*Tract of land*

Your orator will further show your honor that since making said exchange of land to wit on the \_\_\_\_ day of January 1893 he sold to the said James R. Ely, <sup>& Sarah C. Ely</sup> another parcel of land adjoining the tract of land theretofore sold to the said Elys and conveyed to the said Sarah C. Ely, lying on the south side of said tract of land, in fact it is a part of the same tract, and the part heretofore conveyed was cut off of said original tract. The tract last sold contains by estimation 21 acres the purchase price which the said Elys agreed to pay was \$200.00 of which they have paid the sum of \$150.00, the residue of \$50.00 with its interest is still due and unpaid and is evidenced by a note for that sum which is herewith filed as part hereof marked "note". At the time of said conveyance your orator executed a title bond, and delivered it to them and he supposes the same is still in their possession, and he files herewith a deed conveying said 21 acres of land to the said James R. Ely and Sarah C. Ely, his wife, to be delivered to them upon the payment of the purchase price of said tract or parcel of land. Said deed is marked "X". Now the object of this amended bill is to enforce again said tract of land described in the deed dated on the 10th day of October 1890 the lien therein retained, to recover damages against the said James R. Ely, Sarah C. Ely and Charles N. Ely for the breach of warranty contained in the deed of the said Elys to your orator dated on the said



10th day of October 1890 and filed as exhibit "B" with his original bill, and to compel the payment of said damages out of said tract of land, and to have specifically executed the sale made to the said Elys of the said 21 acre tract aforesaid and to compel the payment of ~~the~~ payment of the balance of the purchase money due thereon, And being without adequate remedy at law, and properly relievable in a court of chancery, he prays your honor to take cognisance of his cause and grant him proper relief. To this end he makes James R. Ely, Sarah C. Ely, and Charles N. Ely ~~the~~ the parties defendant to this bill, and prays that they each be required to answer the same, but they need not answer on their oaths, that being expressly waived: that upon a final hearing the said defendants be required to clear up the title of the tract of land conveyed by them to your orator, or failing in that, that the damages sustained by your orator by the loss of said land be ascertained and that the same be enforced as a lien against the tract of land described in the deed filed with your orator's original bill as exhibit "O": that your orator be given a decree against the said James R. Ely and Sarah C. Ely for the balance due him on said 21 acre tract: that said contract in reference thereto be specifically performed, and said tract or parcel of land or enough thereof for the purpose be sold to pay the balance due thereon: that if in anywise mistaken in his special prayers or in any of them, then he prays for full general relief. May Sp. issue &c.

James R. Ely, p.c.



~~H.C. 11.72~~

M.C. 7.54

Wit 1.00

Hyatt. Cou 12.28

~~866.25~~

20.79

2<sup>d</sup> Feby 1894

Elisha F. Sprinkle

vs. Amended Bill in Chy.

James R. Elv et als.

Duncan & Hyatt, p.c.

1894 2<sup>d</sup> Feby Rules  
Amended Bill filed  
Spa & D. & D. Case  
1<sup>st</sup> March. Rules taken  
last Monday in Feby  
D. & C. Cause set  
for hearing by Ref.



.50% By the 1 day of Jan. 1894. we  
or either of us promise to pay E. F. Sprinkle  
fifty dollars (50%) value, recd. being for  
land. & we hereby waive our right to the  
homestead law. witness our hands & seals  
Jan 1. 1892.

Sarah C. Ely Seal  
J. R. Ely Seal



J. R. Elmer  
to  
to 57.

J. R. Elmer

Dec 1. 1877



Virginia: In the circuit court of Lee County.  
To the Hon. W. T. Miller, Judge of said Court:  
Your petitioner, James W. Orr, a citizen of  
said County and State, would respectfully  
represent and show that there is a Chancery  
Cause of E. F. Sprinkle vs James R. Ely et al  
now pending in your honor's Court; that a  
decree was therein rendered on the day of June  
1895 appointing L. J. Hyatt a Special Commissioner  
to sell the land described in said <sup>suit of 60 A + 20 A</sup>; that sale was  
made on the 18<sup>th</sup> day of November, 1895, to E. F. Sprin-  
kle at the price of \$60<sup>00</sup>. Your petitioner here  
files his bond with R. W. Blankenship as his  
security binding himself to bid the sum of  
\$100<sup>00</sup> for said land on a re-sale thereof,  
thence upsetting or raising the bid for the same  
in the sum of \$40<sup>00</sup>.

The prayer of your petitioner is that he be  
allowed to bid the sum of \$100<sup>00</sup> for the  
land in the suit named, and as in  
duty bound he will ever pray.

Wm A. Orr, Atty  
for J. W. Orr



E. F. Sprinkle

vs } Petition of J. W. Orr

J. R. Ely et al

Filed in open  
Court and by leave  
thereof March 5<sup>th</sup>  
1896

A B Munsey  
Clerk

Wm. A. Orr atty



I know all over by these presents that we J. W. Orr,  
and G. W. Blankenship, his security, are held and  
firmly bound unto the Commonwealth of Va  
in the sum of Two hundred dollars, and  
they remain the honestiad as to this bond,  
witness the following signatures and seals,  
this March 5<sup>th</sup>, 1896.

The condition of the above obligation is such  
that whereas the above bound J. W. Orr has  
petitioned the Circuit Court of Lee County, Va.,  
to allow him to upset the bid and sale of  
two pieces of land, one containing 60 acres  
and the other 20 acres, made to E. F. Sprinkle  
by L. T. Hyatt, Special Commissioner in the Chy  
Cause of said Sprinkle vs J. R. Ely et al now  
pending in the said court, which sale was made  
on the 18<sup>th</sup> day of November, 1895, at the price of  
\$600<sup>00</sup>.

Now, if the said J. W. Orr is allowed to raise  
said bid to the sum of \$100<sup>00</sup> by said  
court, and if he starts said land at the  
price of \$100<sup>00</sup> at a re-sale thereof and  
otherwise complies with the terms of the  
decree of sale, then this bond shall be  
null and void, otherwise the same  
shall remain in full force and virtue.

James W. Orr. Seal  
Geo. W. Blankenship. Seal



Commonwealth

Y<sup>rs</sup> } Barb.

prodrat at



To the Honorable H. S. H. Monroe  
Judge of the Circuit Court for  
Lee County Virginia.

The joint demurrer and  
answer of J. R. Ely, Sarah  
C. Ely and C. A. Ely to a bill  
of complaint  
filed against them in this  
court by C. F. Sprinkle.

Respondents say that said  
bill is not sufficient  
in law, but should further  
answer be required of  
them they answer and  
say;

That it is true that the  
exchange of the <sup>two</sup> tracts of  
land mentioned in said bill  
was made between complainant  
and respondents at the  
time stated; that it is true  
that respondents owed to the plaintiff  
as land exchanged by them a  
balance of purchase money, but  
that it was not \$520<sup>00</sup> as claimed  
by complainant but only  
that it was \$510<sup>00</sup> of principal,  
and that there was a vendor's  
lien retained for said



by their vendors with William & wife.  
Balance of purchase money,  
that it is true they promised  
to pay off said purchase money,  
when the same became due,  
and made efforts and caused to  
be carried out said promise, but  
was prevented from completing their  
contract as to pay off  
money by the interference of the  
Defendants, that Decedent on the  
10th day of October 1890, conveyed  
the Poor Valley tract of land to  
them.

The Defendants say that it is  
not true that Decedent  
retained a lien on all the  
land conveyed by him  
to them because the payment  
of the sum of \$520<sup>00</sup>, and  
allege that a lien was retained  
only on the East end of said  
tract of land, and not on the  
60 acres on the West end, nor  
on the 21 acres South of  
the Poor Valley tract, that  
it is true as they suppose, and  
writings have been instituted



by A. L. Pakenham, and  
that a decree has been obtained  
as stated by Complainant in  
his bill,

Defendants deny that they  
have made no efforts  
to pay up said sums of  
money due by them to their  
creditors James Williams,

Defendants deny that they or the  
said Sarah C. Ely, is cutting  
and preparing to have sawed  
in to lumber all the valuable  
timber on said tract of land  
conveyed Complainant to Sarah C.  
Ely, but allege that it was the  
principal part of the paper and a  
small quantity of oak, amounting  
from 60,000 feet to 80,000 feet in  
all, and that the principal  
part or about two thirds  
of said amount came off of  
the land not covered by  
said Complainant's lien.  
Defendants say it is true  
that the timber so cut by  
them has been raised to a  
point for the purpose.



of being sawed into lumber,  
but allege that this point  
to which said timber has been  
as hauled is at a point off  
of and away <sup>from</sup> that part of  
the land covered by said  
said line, that was not on  
that part of said land on  
which said line was  
retained at the time of  
the institution of this  
suit, or when this in-  
junction was granted, and  
said timber, had in fact,  
been sold to one Newton  
Mogal on the 13<sup>th</sup> day of  
June 1892.

Respondents again deny  
that the timber was taken  
from that part of the  
land covered by said  
line. They deny that said  
land is valuable only  
for its removal and timber  
and they allege that said land  
upon which said line is retained  
is the most valuable part of



the fact, and respondents  
have improved the same  
to a considerable extent  
since said Eve bought  
said improvements on  
more to said land than the  
timber taken therefrom.

Respondents while they admit  
they are not in as good financial  
condition as they would  
like to be, they deny that  
they are insolvent.

Respondents will now show  
you how that they  
were once so anxious  
to comply with their un-  
derstanding and make the  
complainant-sake, they  
first set to raising the road  
and let him have access to  
land with the improvements  
thereon and the logs landed to  
the said saw-mill etc. if complain-  
ant would pay for the cutting  
and hauling of said logs. and  
the complainant refused to  
do.

Respondents having now shown



said bill as fully as they as  
they are advised it is necessary  
for them to answer, they  
may that said information  
may be deemed to be disclosed  
and they may be hence dismissed  
with their reasonable costs  
and damages. And he  
will ever pay etc.

Amos M. Orr,  
O. H. Lowell,  
attys for Respondent



E. F. Sprinkle  
in favor of  
J. R. S. S. Oct.  
Ely.  
J. R. S. S. Oct.  
J. R. S. S. Oct.

Filed by leave of  
the Court, March  
10<sup>th</sup> 1893. J. A. G. Hyatt  
e



To the Honorable W. J. Miller, Judge  
of the Circuit-Court for Lee County Virginia  
The joint-debtor and answer  
of James N. Ely, Sarah C. Ely  
and Charles N. Ely, to an amended  
bill filed in this honorable  
Court against them by Elisha  
F. Sprinkle.

For answer thereto the respondents  
say that plaintiffs said amended  
bill is not sufficient in law,  
but should further answer be  
required, they answer as follows:  
That the allegations of said amended  
bill as to the exchange of lands are  
substantially true, and it is true  
that the plaintiff in his deed for  
the Poor Valley tract of land to re-  
spondent Sarah C. Ely, retained a  
lien on the Eastern portion or  
end of said tract of land, and  
conveyed in said deed the entire  
tract, but as to sixty acres on the  
West end of said tract, the said  
sixty acres was excepted from  
said lien, and conveyed free  
from any lien thereon. See  
deed with plaintiff's bill, marked  
"D"; that it is true the plaintiff  
has the right to enforce his said  
lien on that portion of said  
tract of land lying East of  
the said sixty acres, but  
respondents deny the right of the



plaintiff. Or enforce any such  
lien against the said sixty acres  
on the West end of said tract, or  
subject <sup>the said sixty acres</sup> to the payment of any  
charges he may recover, if any,  
in this suit - on account of the  
sale of the Williams tract of land.  
Respondents here state that the  
plaintiff is mistaken as to the  
amount due on the Williams  
tract of land, and they here  
allege that the correct amount  
is <sup>at first a balance of</sup> \$510<sup>00</sup>, instead of \$520<sup>00</sup> as  
alleged in said bill.

Respondents will now show  
your honor that the said 60 acres  
part of the said Poor Valley tract  
was on the day of  
1894, sold and conveyed by  
respondent Sarah C. Ely to  
James M. Orr, and the said deed  
will, if necessary, be filed here  
with "Marked" "Orr", and is prayed  
to be considered as part hereof.  
The proceeds of said sale & said  
Orr after settling some attorney  
fees due said Orr were applied  
to the judgment of W. P. Wood, said  
judgment being part of the  
liability against respondents  
on account of the Williams  
tract of land, and of which plaintiff  
cannot reasonably complain.  
And as to the 21 acre tract that was



and the proceeds likewise applied, after the payment of the \$30<sup>00</sup> note for purchase money filed with said bill.

And your respondents after applying the said proceeds of the said two sales to the \$250<sup>00</sup> judgement in favor of said W. P. Wood, and which judgement is for a part of the purchase money for said Williams land, and for which the said lien was retained on the said Eastern portion of said Poor Valley land, also sold to the said Wood's wife a small tract of land near Wesley's Chapel in Sec. 20. var., and the price of the same was likewise applied to said judgement of said Wood, and these payments were in full satisfaction of said Wood judgement and said judgement was to have been, and should be endorsed satisfied.

Respondents deny the right of the plaintiff to interfere with the vendors of the said sixty and 21 acre tracts, or to subject the same to payment of his debt, that may be due him, if any, on account of the Williams tract of land, and they deny his right to recover in this suit any more damages than are



amount equal to the sum recovered  
and enforced against said Williams  
tract and still remaining unpaid.  
Your respondents are advised,  
that in order to a proper decision  
of this case, an account should  
be taken by a Commissioner,  
ascertaining the amount <sup>if any</sup> due  
the plaintiffs and that is a lien  
that he has a right to enforce, and  
against what lands, if any, on which  
the same should be enforced, and  
the value of said land.

And respondents here admit  
so far as applicable to this  
amended <sup>bill</sup> their answer  
filed to the plaintiff's original  
bill in this case.

And now having fully answered,  
they pray to be hence dismissed  
with their reasonable costs  
in this behalf expended.

James M. Orr  
J. H. Sewell, Jr.

James M. Ely et al.,

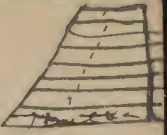
vs  
Answer.

Elisha F. Sprinckley

Filed in open court and  
by leave thereof March  
the 9th 1898.

A. B. Mumary clerk





To The Honorable H.S.R.  
Morrison, Judge of the Circuit Court of  
Lee County, Virginia:

The Answer of Newton Mygal  
to a rule issued against him from the  
Honorable Court in the Chancery  
Cause of E.F. Sprinkle vs J. B. Ely et al  
to show cause if any he can why  
he should not be fined, &c., for selling,  
hauling away & removing the lumber  
cut, sawed & manufactured from the  
logs cut from the land in the bill &  
proceedings mentioned.

His Answer says, that before  
this suit was instituted in Chancery,  
to wit: on the 13th day of June 1892, and  
before the injunction was granted in  
this said Bill he purchased a lot  
of logs that were cut & yoked and  
which were not even at that  
date located on the land mentioned  
in Complainants' Bill nor never have  
been since, and which he has since  
converted into lumber; and at the time  
he purchased & converted the logs into  
lumber he was not aware of & there  
denies was subject to the Com-  
plainants' lien not being located upon  
the said land, he is advised that he



was not inhibited from cutting removing & disposing of the same in the injunction order in said cause. Certainly he did not intend any contempt to the Honorable Court or its said orders. (See contract of purchase herewith filed marked "91".)

The said logs came off of different tracts of land and some may have come from off the land in the Bill mentioned; but they were removed & purchased long before the said injunction was granted and were not at the time of said purchase on said land.

And now having fully answered said rule he prays to be hence dismissed.

Jackson & Blankenship,  
P. J.

Sworn to before me by Newton  
Mygal, June 8/89

J. M. Hyatt  
Clerk



E. F. Sprinkle

as  $\frac{1}{2}$  answer to Rule of Master  
myself.

J. B. Ely et al -

Filed in open  
Court by leave  
thereof June 8<sup>th</sup> 1893.

J. A. Hyatt c

This answer is ex-  
plained to because it is  
evasive and shows  
no grounds of de-  
fense to said rule  
and gives no legal  
or valid reason for  
removing suitors  
and saying said per-  
son. He does not an-  
swer as to whether or  
not he had knowledge  
of the defendants  
when he removed  
said suitors.

Done and for  
self



E. F. Sprinkle

vs

Jas R Ely et als.

This cause came on this day to be finally heard upon the papers formerly read herein, and the report of L. T. Hyatt special Commissioner, filed in said cause on the 12<sup>th</sup> day of February 1897 and the deed filed with said report and was argued by Counsel. There being no exceptions to said report or deed, it is adjudged, ordered and decreed, that they and each of them be, and they are each hereby approved and confirmed. It is further adjudged that said Sprinkle pay to said Commissioner the sum of five dollars for making said deed; that the ~~said~~ ~~shall~~ said Sprinkle may withdraw said deed from the files of this court for the purpose of having it recorded; and that ~~the sale and conveyance made by~~ ~~said cause as approved~~ the defendants James R Ely & Sarah C Ely to James W Orr for the 60 Acres on the west end of the tract of land in the bill mentioned, be confirmed and made valid. And no other action being necessary the Cause is stricken from the docket.



E. F. Spruille  
vs  $\frac{3}{2}$  Decree final

J. R. Ely et als.

Eu. C. O. B. p. 518.

Enter this decree

Mar. 4 1897.

M. Z. 11



E. F. Sprinkle

Plff.

vs.

In Chy.

J. R. Ely et als. Defts

This cause came on again this day to be heard upon the papers formerly read herein, the report of L. T. Hyatt, Special Commissioner, ~~showing~~ filed on the 14<sup>th</sup> day of October 1896 and showing a re-sale of the land in the bill and proceedings mentioned, and was argued by counsel. On consideration of all which, and it appearing to the court that said report has been filed the time required by law and that there are no exceptions thereto, it is adjudged, ordered and decreed that said report of said Hyatt filed as aforesaid, be, and the same together with the sale therein reported is hereby confirmed and approved.

And it further appearing that said tracts of land were purchased by the plaintiff who held the vendors lien and that there need be no delay for the collection of pur-



Chase money, it is further adjudged  
ordered and decreed that the said  
L. S. Hyatt, who is appointed a com-  
missioner for the purpose, do, by  
proper deed, convey said two tracts  
of land to the said purchaser; that  
he report his action to this court;  
and that, until the coming of said  
report, this cause be continued.

E. F. Sprinkle

vs. Z. Reece

J. R. Ely et al

Appointing L. S. Hyatt  
a Commissioner to make  
deed.

Entered Chy. Order Book  
Sept 4th Charge 4059.

Enter two decrees

Nov. 3<sup>rd</sup> 1896

W. F. M.



E. F. Sprinkle

vs } Item  
J. R. Eely et al

This cause came on this day to be heard upon the papers formerly made in the cause, the report of sale made by L. J. Hyatt, Special Commissioner, and the petition of J. W. Orr, and was argued by counsel; Upon consideration of which the Court doth allow J. W. Orr to file his petition and raise the bid on the land sold by said Special Commissioner to the sum of \$100<sup>00</sup>; and the said Commissioner is hereby decreed to pay over to the purchaser, E. F. Sprinkle, all money or other thing collected from him as costs, and he will re-sell said land, starting the same at J. W. Orr's bid of \$100<sup>00</sup>, and he will observe the requirements in all other respects of a former decree in this cause directing him to sell said land and the cause is continued.



E. F. Sprinkle  
vs } Green  
J. R. Ely et al  
Q. B. P. 347,

Entire  
W. L. M.  
Arch & Co 1896.



Elisha F. Sprinkle,

Plaintiff.

vs.

In Chancery.

James R. Ely et als.

Defendants.

This cause came on again this day to be heard upon the papers formerly read herein, the report of J.A.G. Hyatt, Comr. filed in said cause on the 1st day of June 1895, and exceptions to said report, and was argued by counsel. On consideration whereof it is adjudged ordered and decreed that the injunction heretofore granted in said cause be ~~perpet~~ and the same is hereby perpetuated. It is further adjudged ordered and decreed that the plaintiff recover of the defendant Sarah C. Ely, J.R. Ely, and C.N. Ely the sum of four hundred and two dollars and fifty-nine cents with interest thereon from June 1st 1895 till paid and the costs of said original bill, which said sum is hereby decreed to be a lien upon the sixty acres on the east end of the tract conveyed by the said complainant to the defendant, Sarah C. Ely. And it is further adjudged ordered and decreed that the plaintiff recover of said above named defendants the sum of fifty-four dollars and <sup>twenty</sup>~~forty~~ five cents, with interest on fifty dollars, part thereof from June 1st 1895 till paid, and the costs of said amended bill. And unless said several sums are paid by said defendants or some one for them within thirty days from the rising of this court, then L.T. Hyatt, who is appointed a special commissioner for the purpose, will proceed to sell said sixty acres and said twenty one acres or enough of each one of them to pay the sums herein respectively decreed to be liens upon each of said tracts. Said sale shall be made at the courthouse door of Lee County, on a court day, to the highest bidder, for cash in hand sufficient to pay costs of suit and commissions of sale on each tract respectively, and for the residue he will take bonds payable to himself, payable in one two and three years from date and bearing interest from day of sale as to said sixty acre tract, and like bonds with like interest payable in one and two years for the twenty-one acre tract. Before proceeding to act under this decree said commissioner will give bond before the Clerk of this court in the penalty of eight hundred



dollars conditioned to faithfully perform his duties as commissioner and to account for all sums received by him. He will advertise the time terms and place of sale by posting written notices thereof at three or more public places in the county for at least thirty days before the day of sale, one of which notices shall be on the front door of the court house and the others in the neighborhood where said land lies. *Said Court will*


*report his action to the next term of this*  
~~And the court is further appearing to the court that~~  
*Court*

~~there is due from W. P. Wood the sum of forty-seven dollars and forty-one cents, the difference between the price at which he bid off the Williams land and the lien of A. L. Pridemore on the same, with interest thereon from the 15th day of May 1893, it is adjudged ordered and decreed that the said W. P. Wood pay that sum to the plaintiff E. F. Sprinkle with interest as aforesaid, and for which execution may issue~~

And the court being of opinion that before the exceptions to said report are acted <sup>upon</sup> that James W. Orr and W. P. Wood should be before the court, the complainant is directed to amend his bill ~~making said Orr and Wood parties, and said amended bill is filed~~  
~~in September to file their answers, and said cause by consent~~  
making said Orr and Wood parties, and said amended bill is filed at bar, and said parties given until the first September rules to file their answers. And by consent of parties said cause retains its place on the docket, and the matters raised in said exceptions to said commissioner's report are ~~continued~~ passed and said cause is continued.




Elisha F. Sprinkle

vs.  Deere

James R. Ely et al

Entered in  
Chy. C. R.  
Page 40

Enter this decree

  
June 14<sup>th</sup> 1895



Elisha F. Sprinkle,

Plaintiff.

vs.

In chancery.

James R. Ely et als.

Defendants.

This cause came on this day to be heard upon the papers formerly read herein, ~~and the demurrer~~, the joint demurrer and answer of James R. Ely, Sarah C. Ely and Charles N. Ely to the amended bill of the plaintiff, joinder in said demurrer and general replication to said answer, and was argued by counsel. On consideration of which, said demurrer is overruled. And the court deeming it necessary, it is adjudged ordered and decreed that John A. G. Hyatt, who is hereby appointed a commissioner for the purpose, do ascertain the amount of purchase money that was due from the defendants, James R. Ely, Sarah C. Ely and Charles N. Ely, or any of them on the land conveyed by them to the complainant, known as the Williams tract, how much has been paid thereon, to whom paid, how paid, and the balance due if anything on said land, which constitutes a lien on the lands conveyed by the said Sprinkle to the said Sarah C. Ely, on what part of said tract the same is a lien, how much has been paid to said Sprinkle on the 21 acre tract, mentioned in said amended bill, how much still remains unpaid, ~~and the~~ Said commissioner will report any other facts deemed material by him self or required by any of the parties. He will file with his report the evidences upon which he acts, and before proceeding to act hereunder said commissioner will give the parties or their attorneys notice of the time and place of his sitting. He will report his action to a future term of the court, and the cause is continued.



E. H. Sprinkle  
vs  $\frac{1}{3}$  Deane  
JR & Co  
for an account

Q. B.

Page 174

Enter this debt  
M. J. M.  
March 12<sup>th</sup> 1846



E. F. Sprinkle

vs.

James R. Ely et als.

Plff.

Defts

} In Chy.

On motion of the complainant, leave is granted him to file an amended bill in this cause and the same is accordingly filed, and the cause is remanded to Rules to mature said amended bill.



E. F. Sprinkle

vs.  $\frac{3}{2}$  Deere

James R. Ely et al.

---

Entered C O B Page

595

Mar 15<sup>th</sup> 1894

Enter this decree

March 15<sup>th</sup> 1894.

1894

1894



E.F.Sprinkle

vs.

James R.Ely, et al.

This cause came on this day to be heard on the bill and exhibits filed therewith the injunction granted on the 14th day of June 1892, the answer of J.R.Ely, Sarah C.Ely and C.N.Ely filed on the 10th day of March 1893 with general replication to said answer, the affidavit of E.F.Sprinkle this day filed in court, and was argued by counsel, on consideration whereof and for reasons appearing to the court it is <sup>adjudged</sup> ordered and decreed that a rule be awarded against ~~the said~~ <sup>returnable</sup> Newton Wygal to the first day of the next term of this court to show cause if any he can, why he should not be fined and attached for selling, hauling away and removing the lumber cut, sawed and manufactured from the logs cut from the land in the bill and proceedings mentioned. And this cause is continued.



E. H. Sprinville  
vs.  $\frac{2}{3}$  Deere

James R Ely et al  
Entered on O.B.  
page 469.

March 15<sup>th</sup> 1893

J. R. D. Hyatt  
Clerk

Enter This Deere

March 15<sup>th</sup> 1893



E.F.Sprinkle

Complainant

Vs

In Chancery

J.R.Ely et als

Defendants

This cause came on this day to be heard, on an application for an injunction, on the bill of the plaintiff verified by affidavit, and the exhibits filed with said bill, and was argued by ~~the~~ Counsel. On consideration whereof and for reasons appearing to the Court an injunction is granted pursuant to the prayer of the bill restraining and inhibiting the defendants and each of them and all other persons from selling removing or in any way disposing of the timber cut from the lands in the bill and exhibits mentioned conveyed by the Complainant to the defendant Sarah C. Ely <sup>and on which he retained a vendor's lien</sup> till the future order of this Court. But before the this injunction shall become operative the said Complainant or some one for him shall execute bond before the Clerk of this Court within the sum of six hundred dollars conditioned to pay all costs and damages that may be awarded against him should this injunction be dissolved.



C. F. Shinnell

no 3 Series.

J. R. Cady et al.

Entered as copy of B.

pages 419 & 20 from

14<sup>th</sup> 1892

Entered  
R. S. M.

June 14<sup>th</sup> 1892



Elisha F. Sprinkle }  
 vs } In Chey  
 James R. Ely et al }

The deposition of James  
 W. Orr taken on the 1st June  
 1898, at the Treas. Office, the  
 time of taking an account  
 in the above styled Cause

Said Jas. W. Orr being  
 duly sworn deposes and says,  
 By Mr. T. Duncan atty for Sprinkle

Those state anything you may know  
 in reference to payments made by J. R.  
 Ely Sarah C. Ely & C. W. Ely or either of  
 them, to H. P. Wood on the judgment  
 obtained by said said Wood against  
 said Elys. Tell how it was paid and  
 all about it.

Ans All I know is what J. R. Ely & A. M. Gains told me  
 a short time before said Ely & his family left  
 here for the west. They both told me the said  
 judgment was satisfied, and as I understood  
 it Mr Gains was acting in the matter for Mr  
 Wood, and as his attorney. They informed me  
 that Mr Ely had let Mr Wood, or his wife, have the  
 21 Acres of land & he or she to pay the balance  
 of purchase money against said 21 Acres in favor  
 of E. F. Sprinkle. Mr Ely also let Wood have a note  
 for \$5000 on myself executed by me to Mr Ely



or his wife for, or in part payment for, 60 A.  
of land on the west end of the Poor Valley tract  
in which note is a condition, that the same is to  
be paid provided nothing comes against the land,  
or wards to that effect. Mr Ely also let Wood  
have a small piece of land near Mr Halliday's,  
This was all in payment of said Judgment,  
or towards the payment of the same, as they  
informed me, and if there was any other  
item of payment I do not now remember it.

2. Question. When did you purchase  
the 60 acres of land from Ely, for which  
you executed the \$50<sup>00</sup> note above spoken  
of by you.

Ans About the date of the deed to me for  
the same, Sept 17<sup>th</sup> 1894, Recorded in Book 30 page 456.

- 3 Who now has that note, and has the  
same been paid by you?

Ans Mr A. M. Gains I suppose, at least he presented  
it to me for payment about the time it became  
due. It has not been paid. My impression is that  
the note when presented to me had been assigned  
but I do not remember this distinctly.

- 4 Did you have knowledge at the time  
you purchased this land and executed  
said note that this suit was pending  
and that the land conveyed by the  
Elys had <sup>to Spruille been</sup> sold to pay the lines exist-  
ing against it, in favor of the



assignees of Williams the vendor  
of Ely's

Ans

I did have such knowledge.

X- Ex -

Ques 1.

While you had knowledge of  
the pendency of this suit at the time you  
made your purchase, and after sale  
of the Sprinkle land, state if you knew  
how this suit affected the 60 acres pur-  
chased by you, and of any inquiry  
or examination you made of the  
status of decrees of in favor of the  
assignees of the Williams land and  
the result.

Ans

I examined the deed, marked "D", from Sprinkle  
and wife to Sarah C Ely, for the 120 acre tract,  
and found that 60 acres in the west end of  
said tract, was free from lien, I also examined  
the Judgment lien docket in the Clerk's office  
of the County Court of this County, and found  
no judgments or other liens docketed against  
said Sarah C Ely, and I purchased the land  
thinking the same was free from encumbrance  
but out of abundance of caution, provided in  
said note that the same should not be paid  
if anything came against said land.

I did not think that the decrees rendered in  
the Williams case could ~~not~~ effect this 60  
acres, as they were not docketed.



And further this witness oath  
not.

James W Orr.

A M. Goins another witness  
of lawful age, after first  
being duly sworn, deposes  
as follows: —

Ques. Please state any thing you  
may know in regard to the satis-  
faction or payment of the  
\$250<sup>00</sup> judgment in favor of  
W. F. Wood against the Edys  
mentioned in this suit.

Ans. I acted as Attorney for W. F. Wood  
and his wife, and I know  
that said Judgment of \$250.<sup>00</sup>  
was satisfied by transferring  
to Mrs. Wood a small piece  
of land situated near Francis  
Halliday, the assignment of a  
title bond to a 21 acre tract  
of land near E. M. Pennington  
on which there still remained  
due \$50.<sup>00</sup> ~~and its interest~~ as pur-  
chase money, and by assigning  
to her or to R. J. Wood & sons a  
\$50.<sup>00</sup> note on J. W. Orr. my



5

recollection now is, that when this note was paid to her or them, said Judgment was to be marked satisfied.

The said \$50.<sup>00</sup> <sup>note</sup> has been turned over by me to R. J. Wood or to R. J. Woodsons, or their Attorney.

X Cy.

When did this transaction occur.

Ans. Some time in September 1894.

2 At what price was the 21 acres put in, towards said settlement, also the piece of land near Holliday's.


Ans. No price was fixed on anything these resources <sup>visible that</sup> was all they had, and it was agreed that these items was to be taken in full satisfaction of the Judgment.

And further this deponent saith not. A. M. Gains.

The foregoing deposition was taken, before me, sworn to and subscribed by the witnesses in due form on this the 1<sup>st</sup> June 1895,

J. A. Stigatt  
Clerk.



E. F. Sprinkle  
vs  Depo.

J. R. Ely et al  
Taken before a Comm.  
June 1<sup>st</sup> 1895.

" O. S.



1 The Deposition of Newton Lygab taken pursuant  
2 to agreement, at the Office of James W. Orr, in Petersburg,  
3 Va., on the 15<sup>th</sup> day of February, 1894, which deposition  
4 when taken is intended to be used as evidence on  
5 behalf of the Defendants in a Chancery Cause  
6 now pending in the Circuit Court of Lee County,  
7 Va. in which E. F. Sprinkle is Complainant and  
8 James R. Ely and others are defendants.

Present — Wm. A. Orr for Defts and C. L. Burr for Plffs

Newton Lygab a witness of lawful age being  
first duly sworn deposes and says:

1<sup>st</sup> Ques. Do you know where the line is as is shown  
by a plat made by L. C. Elliott and on file  
with his Deposition, marked "P" in this case

Ans. I never saw the line run, but  
have been shown by parties who  
was along and helped to run the  
line where it was located, and  
I saw the stakes marking said  
line, G. N. Ely is the party, who was  
along when said line was run  
and who told me where it was  
located.

2<sup>nd</sup> Ques. Did you buy a lot of poplar and oak logs  
from J. R. Ely, Sarah L. Ely and G. N. Ely, the logs  
in question in this case.

Ans. I did buy some logs of these parties  
which I suppose are the logs in  
controversy in this case

3<sup>rd</sup> Ques. Is your contract in writing with reference  
to said purchase and if so please file  
same with your Deposition marked X



Ans<sup>1</sup> It is and is here filed with my deposition marked X.

4<sup>th</sup> Ques<sup>3</sup> On which side of the Elliott line were the logs when you bought them.

Ans<sup>5</sup> They were some fifty to one hundred yards west of said line, as located after the purchase of said logs.

X Examined

Ans<sup>10</sup> How much lumber did said logs make  
The Sawyer who sawed it, charged me up with 55000 m. feet, the <sup>measurement</sup> ~~parties~~ to whom I sold it falls short of the Sawyers charge from 5 to 7 thousand feet, this is the measurement of the poplar lumber.

The Sawyers charge me with sawing 25000 feet of Oak lumber I have not since had the Oak lumber measured but am of opinion that it will fall as much if not more below the Sawyers measurement; in proportion, as the poplar.

The foregoing questions and the answers thereto is objected to because irrelevant and immaterial

What was the fair cash value of said

Oak and poplar lumber after sawed

This question and my answer thereto is objected to because irrelevant and immaterial

Small & Orr



Ans. I cannot tell definitely, but suppose  
it was worth 5 or 6 dollars per  
M.

What number of feet in the log did you  
purchase from the Elys.

This question and any answer thereto <sup>is objected to</sup> being  
irrelevant and immaterial, for the reason  
that these logs were bought before this injunction  
was granted.

Samuel T. Ely

Ans. I bought at a previous measurement  
for 78000 feet.

Was not said logs at the time you  
purchased them, and the land conveyed  
by E. F. Sprinkle to Sarah C. Ely?

Ans. The deed shows that they were  
and on the west end on which,  
as I understood it, there is  
no lien retained.

Did you know at the time you purchased  
said logs that any part of said tract had  
been conveyed free from lien for the purchase  
money?

Ans. I think I did have that knowledge.  
At that time <sup>the time you purchased</sup> did you <sup>know</sup> where the land lay  
upon which no lien was retained?

Ans. I did know the end it was on the  
deed stated, the west end was re-  
served.

At the time you purchased did you  
not know that Elys. had been paid on  
the purchase money due by them to



1 Williams on the land they had conveyed  
2 to Sprinkle in exchange for the land from  
3 which said timber was cut? and did you  
4 not know that Sprinkle was objecting to <sup>Elys</sup> ~~Elys~~  
5 removing said timber until that matter was  
6 settled.

7 This question and any answer thereto is ob-  
8 jective to issue irrelevant and immaterial,  
9 the logs having been removed and being no  
10 part of the matter.

Ans. 11

Smell & Dyer

12 The 13<sup>th</sup> day June 1892, the day we met  
13 to measure the logs up to Lawson,  
14 he, Lawson informed me that  
15 ~~Sprinkle was claiming the logs.~~  
16 as he had been informed by one  
17 Wm. D. Wood that there would be  
18 some trouble over the logs.  
19 and that he had best not  
20 measure up the logs. I knew  
21 that Elys had been sued on  
22 the Joe Williams notes at said  
23 time.

24 Had you paid Elys for the timber when  
25 you learned from Lawson that there  
26 was some dispute, or likely to be some  
27 trouble about it.

Ans. 28 I had.

29 Had you paid it

Ans. 30 I was first to pay for logging the  
31 timber <sup>which I did</sup> and a debt that Elys owed  
32 me was settled of 75<sup>00</sup> \$ and <sup>paid</sup> E. M.



Objection to be cause irrelevant and immaterial, there being no legal obligation whereby the proceeds of said logs was to be applied to the payment of the purchase money named.

$$\begin{array}{r} 200.00 \\ 200.00 \\ \hline 400.00 \end{array}$$

Ans. <sup>29</sup> It was not.

Objected to because written  
Contract shows terms of the purchase.  
Orr & Sewell.



Ans I was to pay \$4.50 per 1000.

Was that for the logs as they then lay  
on the yard or was it exclusive of the  
hauling?

Ans I was only to pay that price for the  
logs as they lay on the yard.  
And further this witness saith not.

- Newton Wyzal

Virginia.

Lee County Court.

I J. A. L. Hyatt Clerk in Chy for Lee  
County Circuit Court, do hereby  
certify that the foregoing depo-  
sition was taken before me  
at the time and place and for the  
purposes mentioned in the  
Caption signed and sworn  
to before <sup>me</sup> by the witness, given  
under my hand this 15<sup>th</sup> Febry 1894.

J. A. L. Hyatt  
Clerk.



J. M. Ely et al  
ads<sup>3</sup> Depo.

E. L. Sprinkle

Filed Feb 18 1894

J. A. Hyatt D.C.

Cost of Depo

Car 4.25

Wit 50

\$ 2.75



The deposition of S. B. F. Hoborn  
taken pursuant to agreement  
at the office of C. T. Duncan  
in the town of Jonesville on  
the 4<sup>th</sup> day of October 1893 to be  
read as evidence <sup>in behalf of the plaintiff</sup> in the Chancery  
Cause now pending in the Circuit  
Court of Lee County in which E. F. Sprinkle  
is plaintiff & Jas R. Ely et al  
are defendants.

Present C. T. Duncan atty  
for Plaintiff & B. H. Sewell  
atty for Defendant

S. B. F. Hoborn a witness of  
lawful age being first duly sworn  
deposes and says.

Please state if you are acquainted  
with the tract of land in the poor  
value sold or exchanged by the said  
E. F. Sprinkle to James R. Ely wife  
and sons.

Ans. I am very well acquainted with  
it.

2 question. Do you know where the  
line runs which separates that part  
of said tract upon which the vendor's  
lien is retained, from that part which  
was conveyed free from said lien.



Ans. I have been shown where the line runs & see stakes standing there, but do not know who pointed it out to me.

3 question If you have recently counted the Poplar and oak trees cut from that part of said tract of land on which the vendor's lien was retained, please state when you made said count and how many trees you found had been cut.

Ans I counted the trees day before yesterday & there were 42 poplar trees & four oaks.

4 question Do you know the size of said trees and if so how did you ascertain it

Ans. I helped to measure the trees across the stump and a paper containing said measurements is herewith filed marked "A."

X-Examination  
Inq. How came <sup>you</sup> to go and measure said trees?

Ans. At Mr. E. F. Sprinkles request.



Ques 2<sup>d</sup> How did you measure  
~~across~~ the swamp?

Ans. With a two foot rule -

Ques 3<sup>d</sup> Did you ever see any  
of this land run out by  
a surveyor;

Ans. I have not.

Ques 4<sup>th</sup> Do you know of your own  
knowledge where said land  
is upon which said vendor's  
claim is retained?

Ans. I do not know it of my own  
knowledge.

Ques 5<sup>th</sup> Do you know that any  
of the above trees were  
upon the land upon which  
said claim was retained?

Ans. I do not.

And ~~By~~ ~~the~~ ~~deponent~~  
saw not.

D B H Haben



E. H. Sprinkle  
vs { Defend.  
James R Ely et al.

---



The depositions of William Edwards  
J. P. Mink, R. B. Sprinkle & others pursuant  
to agreement, at the Office of C. F. Simeon  
on the second day of November 1898, and  
intended to be read as evidence in behalf  
of the complainants in a chancery cause  
now pending in the Circuit Court of Lee  
County Virginia, in which C. F. Sprinkle is  
complainant and James R. Ely and others  
are defendants.

Present. C. F. Sprinkle & C. F. Simeon his atty,  
and James R. Ely & J. H. Orr. N. B. H. Sewell his attys.  
William Edwards, a witness of lawful  
age being duly sworn deposes and says,  
question. Were you employed by any one to  
cut timber on a tract of land situated in poor  
valley and claimed by J. R. Ely and his wife  
and son, if so who employed you.

Ans 19 The J. R. Ely employed me to cut  
20 some timber on said tract of  
21 land.

22 question. What kind of timber did you cut,  
23 what did you cut it into, and state as nearly  
24 as you can the number of trees cut by you and  
25 those working with you.

Ans 26 I cut Poplar timber mostly, we  
27 cut it into Saw logs, I do not  
28 remember the number of trees cut  
29 but three of us worked several days,  
30 we also cut four oak trees.

31 question. Please state the character of the trees  
32 cut by you. That is whether they were good



1 or bad.

Ans 2 Some were good sized trees and  
3 Some were small as a foot across  
4 the small end, and some as large  
5 as three feet across at the butt,  
6 And further this deponent soith not.

Witness 7 Claims.

1 day 8 50 ct

William <sup>his</sup> Edwards  
mark

9 I am I think another witness of lawful  
10 age being duly sworn deposes and says  
11 question. Did you haul any timber for  
12 James R and Charles Ely in the poor  
13 valley. if so state the kind of timber and  
14 the number of logs and the number of  
15 feet hauled.

Ans. 16 I did haul timber for J. R. & Chas  
17 Ely in poor valley it was mostly  
18 Poplar there was some oak. I  
19 think there was 380 logs hauled  
20 by us. making 78500 feet by  
21 our measurement, the Saw Mill  
22 measurement was 80,000 feet.

23 question. Where did you haul said logs to, and  
24 what was afterwards done with them.

Ans 25 We hauled them down into the valley  
26 near the big fill, on the lower  
27 end of the place. The place Mr  
28 Ely got from Sprinkle. They were  
29 afterwards sawed into lumber, a part  
30 of which was hauled to the Rail Road,  
31 I hauled two loads myself.

32 question who employed you to haul



1 said logs. and who employed you to  
2 haul said lumber.

Ans 3 Mr J. R. Ely employed me to  
4 haul the logs. and Newton Mygal  
5 employed me to haul the lumber.  
6 question. Please state when you finished  
7 hauling said logs.

Ans 8 I think we finished in April 1892.  
9 + Answered

Quest 10 Who sawed the logs referred to into lumber  
11 or had it done?

Ans 12 I suppose Newton Mygal had it sawed.

Quest 13 You speak of the lower end of the place. do you  
14 mean the East or West end?

Ans 15 I mean the West end of the place.

16 And further this deponent doth not.

Witness claims

1 day 18 50 cts. Pd by Ref.

J. P. Mink.

19 Robert S. Sprinkle another witness of  
20 lawful age being duly sworn deposes  
21 as follows.

1 22 question. Are you acquainted with the  
23 tract of land sold or exchanged by E. F.  
24 Sprinkle to James R. Ely and conveyed  
25 by him to Sarah C. and Charles S. Ely, sit  
26 uated in the Poor valley in Lee County.

Ans 27 Yes Sir I am.

28 Question. Have you recently gone over said  
29 tract of land and counted the stumps of  
30 the trees cut by said Ely and his employees  
31 if so how many did you find and  
32 what were they?



1 Sus<sup>1</sup> I went over the land, shown me  
 2 by my brother E. F. Sprinkle, and  
 3 I found where there had been  
 4 forty two poplar trees cut, and  
 5 four oak trees also had been cut.  
 6 The foregoing question & the answer thereto is excepted to  
 7 because it is not shown that E. F. Sprinkle knew who  
 8 cut the trees from the stumps nor does the witness  
 9 state that he knew who cut them nor when cut,  
 10 & it is hearsay only. In, for depts.

3 question. on what part of the tract of land were the stumps which you counted?

Ans<sup>18</sup> They were on the west end of the place.

4 Generation. Now <sup>you</sup> shew where the line was  
run by Elliot dividing that part of said  
tract upon which the vendors here was  
retained, from that part upon <sup>which</sup> E H Sprinkle  
did not retain it, if so who showed it to you

Aus The line was shown me, by E. H. Sprinkle  
and S. B. F. Habern

5 questions. Were the stumps counted by you  
on that part of said land on which the ven-  
dor's claim was retained or on the other part.

In 24 It was my understanding that it was  
25 on the part that the Vendors lie  
26 was on. we did not go off of  
27 that part to count any stumps

6 question. Did you measure said stamps  
if so give the size of them.

Ans. We did measure them, and the measurement  
across the stump is shown on a  
paper, filed with the deposition of



S. B. & Habern Marked A,

7 question Were you acquainted with said  
trees while they stood on said land, if so  
please state what would now be their  
fair cash value in 1891 and 1892. where they  
stood.

Ans<sup>r</sup> I was acquainted with most of them,  
have been all over the place and  
seen most all of them, and I think the  
fair cash value of them was \$2.50 or  
\$3.00 per tree.

8 question. I now hand you a notice dated on  
the first day of September 1892. please state if  
you delivered a copy of it to any person and if  
so whom, what they were doing and where you  
delivered it.

This question is objected, Because such  
notice is inadmissible for any purpose,  
and is immaterial and irrelevant. The  
process of court with the upmotion is all  
that is to be recorded, and the proper notice.

Our Verdict for affd.

Answer I delivered a Copy of this notice  
to J. P. Mink right at the lumber  
pile that is where the lumber was  
sawed. While he was preparing to  
load some of the lumber, he told  
me he was hauling for Newton Wygal.  
This was the same day said notice  
is dated. I here file said notice  
as a part of this my deposition marked  
"B".



X - Examination.

Ques 1. Do you know who cut said  
timber above referred to by you?

Ans 4 Not of my own knowledge, only by  
hearsay.

Ques 2. Did you see Mr Elliott make  
the survey of this land?

Ans 8 I did not.

Ques 3. Who showed you the boundaries or lines  
of said land?

Ans 11 Mr E. F. Sprinkle and S. B. F. Habern  
showed me the lines run by Elliott  
and I was already acquainted with  
the outside lines

Ques 4. When was this done, and who else  
was along?

Ans 17 It has been not over three weeks,  
and E. F. Sprinkle and S. B. F. Habern  
were along, and no one else.

And further this deponent saith not.

R. S. Sprinkle

Witness  
100  
Claims  
to etc.

E. F. Sprinkle another witness of lawful  
age being duly sworn deposes as follows.  
Question. Have you recently gone  
over the land traded by you to the  
defendants in this suit, and counted  
the stumps of the trees cut by said  
party if so please state how many  
stumps you found on said tract of  
land.

Ans 22 I have recently gone over said land and

Sub introduction of the witness  
E. F. Sprinkle is objected to, because  
he is in complete control of the grounds  
that S. and C. E. is on, and the parties to  
the original contract of sale of said land  
is said party and her husband, and  
affidavit is not taken of him, and  
therefore he is not a competent witness.  
On objection of the defendant  
the witness is not sworn to.



1 Counted the stumps, and I found fifty  
2 Seven Poplar Stumps, and eight oak  
3 stumps, besides the stumps of two  
4 poplars that I had cut myself and  
5 the timber has been removed. I also  
6 went over it about one year ago, and  
7 found the same result.

28 question. Do you know where Mr. Ely had  
9 the line run which separates the land upon  
10 which you retained a lien from that part upon  
11 which no lien was retained.

Answer 12 Yes Sir.

33 question. How many of said 57 poplar trees  
14 and 8 oak trees stand on the land on  
15 which you retained said lien.

Ans. 16 There was forty-five of the poplar trees cut  
17 by Ely's and the two poplar trees cut  
18 by me, and four of the oak trees  
19 cut by Ely that stood on the part  
20 upon which I had retained the lien.  
4 question. Where was said timber on the  
22 15<sup>th</sup> day of June 1892, when you applied for  
23 said injunction.

Ans. 24 It was on the land described in the  
25 deed from myself & wife to Sarah C.  
26 Ely, wife of J. R. Ely, which is the  
27 land I swapped to them.

58 question. At this time said timber was  
29 cut and hauled to the place where it  
30 was sawed and where it was at that  
31 time said injunction was granted  
32 had the said division line been run



1 by Elliott for Ely dividing that part of  
2 the land on which no lien was retained from  
3 that part upon which said lien was retained  
4 The said line was run after the  
5 injunction was issued.  
6 question. Did you and Mr Ely agree as  
7 to the point where said line should run or  
8 did Mr Ely have it run himself without your  
9 consent.

10 Answer We had no agreement he had it run  
11 without my consent.

12 question. Where were said logs at the time  
13 you obtained this injunction.

14 Answer. They were on what I call the west  
15 side of the tract of land. Near the  
16 south west corner, on the west  
17 side of the line run by Elliott  
18 and about 75 to 100 yards from  
19 said line.

20 question. Have the Elys or any other paid  
21 off and discharged the lien on the Williams  
22 land swapped by Elys to you.

23 Answer. They have not as far as I know  
24 at any rate it has been sold to satisfy  
25 said lien.

26 The last question & answer are objected to. The  
27 best evidence of this is the record  
28 of the case in which said land was sold  
29 if it was sold. Orr & Lowell for Opp.

30 question. Do you know the style of the suit  
31 in which it was sold or have <sup>you</sup> been informed, if  
32 so please state it.

33 This question is objected to. Because the  
34 record will show all the facts.  
35 Because it is immaterial and Orr & Lowell  
36 irrelevant.



Ans. 1 It was sold for the purchase money,  
 2 in a Suite of A. L. Pridemore against  
 3 J. R. Ely, to satisfy the Williams lien,  
 4 question. who was claiming said timber at  
 5 the time you presented your bill for injunction.

Answer. Mr Ely claimed it. I had a talk with  
 7 him about it, and I tried to get him  
 8 to sell said timber and apply the proceeds  
 9 to the payment of the Williams lien,  
 10 he said he would not do it. That  
 11 they should not have anything he had,  
 12 over there.

19 question. While Wygal was having the lumber  
 14 cut from said logs hauled away, did you  
 15 not have a talk with C. N. Ely one of the Defts  
 16 in this suit in which you told him that the  
 17 alleged sale to Wygal was a sham, and if so  
 18 please state whether or not he denied it.

Answer. This question is objected to. <sup>1st</sup> Because  
 20 it is leading, 2<sup>d</sup> Because C. N. Ely is  
 21 not a party to the deed out of which  
 22 this transaction arose, and 3<sup>d</sup> Because  
 23 the question does not state the time  
 24 and place where this conversation  
 25 was had, if any.

Ans. 26 ~~I did have a~~ <sup>over I saw all for</sup>  
 27 I did have a talk with C. N. Ely, when  
 28 he was hauling said lumber, and I  
 29 told him it was nothing but a sham  
 30 trade between him and his uncle Newton  
 31 and amongst them, he made no reply  
 32 that I remember.



12<sup>1</sup> question, where did this occur and  
2 what was C. N. Ely then doing.

Ans. 3 It occurred at the lumber yard where  
4 the lumber was stored, and he was  
5 hauling away said lumber.

13<sup>6</sup> question. Was that before or since  
7 said injunction was granted?

Answer 8 It was since the injunction was granted.  
9 X - Examination,

10<sup>1</sup>. Please repeat the rest of what C. N. Ely  
11 said in said conversation, if any thing.

12 This question ~~is~~ any answer to it is  
13 objected to because, the witness has repeated  
14 no conversation, or talk had by C. N. Ely

15 Duncan for Plaintiff

Ans. 16 I asked him who he was hauling for  
17 and he said his Uncle Newton Wygal.

18<sup>18</sup>. On what day was it that you  
19 had said talk with C. N. Ely, that  
20 is the talk referred to in question no 11  
21 & answer.

Ans. 22 It was after Sept 1<sup>st</sup> 1892. but I don't  
23 remember the exact day.

24<sup>24</sup>. Was the timber then being removed from  
25 ~~that~~ <sup>part of</sup> land on which the lien was retained?

Ans. 26 They were removing no timber, on that day.

27<sup>27</sup>. Were they removing, on that day, any  
28 lumber from the land on which the  
29 lien was retained?

Ans. 30 According to Elliott's testimony, it was not  
31 on the land that the lien was retained  
32 upon, but was on the tract that I.



1 Swapped to Ely for the Williams place  
2 that I live upon.

3 Ques<sup>t</sup> At the time you presented your bill  
4 for an injunction you say you had  
5 a talk with Mr Ely & he was claiming  
6 said timber, please state where this talk  
7 occurred & the exact day of the month?

8 Ans<sup>r</sup> It occurred on the day before I offered my  
9 bill to the Court for an injunction, I  
10 cannot tell the exact day of the month  
11 but it was at June Circuit Court, it  
12 occurred at the Court House in Jonesville.

13 Ques<sup>t</sup> How many states are that was said in  
14 said talk, and if not what else was  
15 said.

16 Ans<sup>r</sup> Mr Ely asked me if I knew they had  
17 a decree to sell the land I lived on  
18 I told him that was not my business  
19 he then said I would have to take  
20 my land back, and I told him  
21 I did not want it in that shape  
22 I told him to take the logs and pay  
23 the debt, and he said they should  
24 not have anything he had over  
25 there.

26 Ques<sup>t</sup> 7. Who else was present when this case  
27 was had between you & Mr Ely?

28 Ans<sup>r</sup> 8. I don't recollect of any one paying any  
29 attention to it. People were passing in  
30 and out of the Court House and might  
31 have heard it.

32 Ques<sup>t</sup> 8. Are you certain that this conversation



1 occurred at the Court house, or in the  
2 road near the Reed Rock place in the  
3 presence of Silas Garrett, before said  
4 suit was brought?

Answer What I am talking about now occurred  
5 at the Court House. ~~One at~~

Ques 9, Did you not have a conversation with  
6 Mr Ely before your injunction suit  
7 was brought near the Reed Rock place  
8 in the presence of Silas Garrett, in which  
9 Mr Ely proposed to give you back the  
10 Poor Valley land with the improvements  
11 which he had made, if you would refund  
12 the cash advanced to you, and you take  
13 the logs, by paying for the cutting and  
14 hauling the same.

15 This question is objected to because ir-  
16 relevant and immaterial, and seeks to compel  
17 a rescission of a solemn contract, made by  
18 him without the assent of the other party.

19 I am sure

20 Answer I believe there was some such talk,  
21 at that time, and place.

22 Ques 10, When you speak of Mr Ely claiming said  
23 timber, can you state that no one  
24 else was claiming it?

25 Answer I never heard tell of any one else  
26 claiming the timber, until after the suit was brought

27 Ques 11, Do you know who cut the trees from the  
28 stumps you counted?

29 Answer I do not, of my personal knowledge.



Ques 12, Where did you find these stumps that you counted?

Answer I found them on the land I swapped to Mr Ely.

Ques 13, On what parts of said land did you find said stumps.

Answer, I found them on the land I retained the lien upon, and on that which I retained no lien upon, twelve poplars and four white oaks were on the land I had no lien upon, and the rest were on the land on which I had the Vendor's lien, according to the Elliott Survey.

Ques 14, ~~Do you know that~~ Were you alone when Elliott done the surveying of this land?

Ans. I saw them going up the mountain but they drove up a stake and quit as soon as I got to them. The Surveyor told me where the beginning stake was, and I went and found it in the bank of the road just as he had told me. I was not with them until just as they finished.

Ques 15, You say you made no agreement with Mr Ely for Elliott to locate the 60 acres from the operation of said lien, now state whether or not you have since accepted the said survey as made by Elliott, & have abided by it?

Ans. I made no agreement with Mr Ely about



1 the 60 acres located by Mr Elliott, and  
2 I have not since accepted it, nor  
3 am I willing to abide by it.

4 Ques. Then how do you know that any  
5 of the ~~indistinct~~ you counted were  
6 upon the land covered by said lien?

7 Ans. Because I believe it is correct, but it  
8 did not go far enough. He told me  
9 he left out about five acres.

10 Ques. If as stated by you, said logs were hauled  
11 together and at a point West of the line run  
12 by Elliott, at the time the injunction  
13 was granted, then were they not on  
14 the 60 acres on which no lien was  
15 retained?

16 Ans. They were on the 60 acres on which no  
17 lien was retained, according to Elliott's  
18 Survey.

19 Redirect Examination

20 Ques. State whether or not you accept the  
21 Elliott Survey as correct as far as  
22 it goes.

23 This question is objected to because  
24 the witness has already answered it,  
25 and because cannot accept a part of  
26 it & reject a part.

27 Orr T. Swell  
28 for Opp.

29 Ans. I do accept it, as far as it goes. I was  
30 informed by the Surveyor that there was  
31 five acres left off, on the West side  
32 of said tract of land, and until



1 That five acres is settled 2 do  
2 not accept it.

3 Question. If that five acres had been in-  
4 cluded, would not the line run by Elliott  
5 have been further west than it is.

Ans 6 It would have been further west.

7 Question. They have asked you if you did  
8 not have a conversation with ~~J. R. Ely~~ <sup>J. R. Ely</sup> ~~other~~  
9 Rud Roops in presence of Silas Gorrell  
10 please state when that ~~was~~ conversation was.

Ans 11 It was the next day after I talked  
12 with him at the Court House, and  
13 on the same day I presented my  
14 bill for injunction

15 question. At the time you had said conver-  
16 sation with ~~other~~ <sup>Ely</sup> Roops did you not  
17 propose to him to come back home to where  
18 his wife was and let you and him fix it up  
19 and if so what did he say.

Ans 20 I did. and he refused to come back  
21 with me, saying he had nothing to  
22 fix with me.

23 Question. Why did you release vendors lien on  
24 any part of the tract of land.

Ans 25 Thirty Nine acres on the west end was  
26 paid for, and he wanted me to include  
27 enough more to make 60 acres - so that  
28 he might borrow money on it to pay  
29 off the lien on the Williams land <sup>that</sup> he  
30 had. Had his wife and son to  
31 deed to me, and he showed me  
32 a circular of a building and loan



The whole of the evidence  
of E. F. Sprinkle is objected to  
& called an Ex. Ch. on the  
grounds stated in his competency.  
J. N. & Swell for  
op. 10.

Association from whom he was going to  
borrow the money, and I did so to  
accommodate him, believing he would  
do as he said.

This question need answer and  
objected to, Because immaterial  
and irrelevant, and because it was  
was not a proper question on re exam-  
ination, & was not brought out in cross  
examination.

Opp & Swell for 10.

And further this deponent saith not.

E. F. Sprinkle.

C. C. Elliot. another witness of lawful  
age being first duly sworn deposes & says.

Question. Did you at request of any one run  
a line through the tract of land conveyed by  
E. F. Sprinkle to Sarah C. Ely, so as to separate  
that part on which vendors line, was not re-  
tained from that upon which it was retained  
if so please state at whose request you  
ran said line.

Answer. I ran said line at the request of  
Jos R. Ely. This line was run in July  
1892. as I now remember  
Question. Was Mr Sprinkle with you  
when said line was run.

Ans 28 He was not with us when we run the  
line, but he came to us just as we  
were getting. we drove up a stake on  
the side of the mountain, at the place  
where he came to us. we had driven up  
some other stakes in the field before we reached  
that point, and I pointed out some of the other  
stakes on the line.



## X - Examination.

Ques 1. By what title papers did you do said surveying?

Ans. 4 I think I ran by a deed dated Oct 10<sup>th</sup> 1890. from E. F. Sprinkle & wife to Sarah C. Ely, which deed I find filed in the papers of this Cause, marked "O".

Ques 2. Please state and explain the surveying that you done, and for what purpose.

Ans. 11 Mr Ely called on me to go and lay off the fifty acres on the west end of the tract on which <sup>fifty acres</sup> there was no lien retained. I done so according to the calls of said deed. Then ran a line cutting off fifty acres on west side of said line, I made a plat of my surveying and gave it to some of the parties and it seems now to be lost or mislaid, I think I have my field notes at home and if I have I will make another plat. and file the same herewith marked "P".

Ques 3. Please <sup>state &</sup> explain how you run the line cutting off the sixty acres, and show how <sup>line</sup> this run with reference to the point where the logs were hauled.

Ans. 21 I Commenced to run the line cutting off the fifty acres, in the south line of the tract, at the poor valley road, at which point I caused a stake to be



1 to be driven up, I ran the line  
2 on up through the fields and had  
3 some stakes driven up to the  
4 point where we stopped, and a  
5 stake was driven up at the  
6 upper side of the <sup>field on the</sup> mountain  
7 where we quit. I had ascertained  
8 by calculation where this line should  
9 be and located it accordingly. That  
10 would put the sixty acres on the  
11 West side of the line, and in that  
12 part of the tract mentioned in said  
13 deed. The pile of logs were on the  
14 West side of the line and on the  
15 sixty acres.

Ques. 16 Please state whether or not the survey  
17 ing that you did, and the cutting off of  
18 the 60 acres on the West of said line,  
19 was correctly done by the calls of  
20 said deed worded "O".

Ans. 21 My opinion is that it was, according to  
22 said deed.

### 23 Reexamination

Ques. 24 Please state whether this line cutting off  
25 the 60 acres was ever completed by you?

Ans. 26 I never did. That is I did not  
27 actually trace it with the compass  
28 but did extend it by protraction on  
29 the plat.

30 And further this deponent saith not.

Witness claims.

L. C. Elliott

2 days # 1.00



1 Virginia Lee County To-wit,  
2 J. Henry C. Forslyn a Justice of the  
3 Peace, for the said County and State,  
4 do hereby Certify. that the foregoing  
5 depositions of William Edwards  
6 Jarvis P. Mink, Robert S. Sprinkle  
7 E. H. Sprinkle and C. C. Elliott, were  
8 duly taken, sworn to and subscribed  
9 before me, at the time and place  
10 mentioned in the Caption of the  
11 same, given under my hand,  
12 this 2<sup>nd</sup> day of November 1893,  
13 Henry C. Forslyn J. P.  
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E. F. Sprinkle. Plff  
vs. In Chancery  
J. R. Ely & others Defts

---

The depositions of  
William Edwards  
Jarvis P. Mink  
Robert S. Sprinkle  
E. F. Sprinkle &  
C. C. Colliatt

---

Received from the Justice  
before whom taken and  
filed Nov 4<sup>th</sup> 1893

A B Munsey  
Clerk

Costs.  
Witnesses \$2.50  
J. R. \$5.00



To Newton Wygal, and all other persons concerned.

You are hereby notified that the Circuit Court of Lee County at its last June term, granted an injunction, restraining and inhibiting J.B. Fly, C.W. Fly, Sarah C. Fly and all other persons from removing or in wise interfering with the logs lumber so cut and removed from the land conveyed by me to the said Sarah C. Fly, and on which I retained a lien for deferred payments. Now I hereby notify all persons that I will enforce the law to its fullest extent against any and all persons who remove or in any way interfere with said timber or with any lumber cut from the timber that came off of said land or any part thereof.

This the 1st day of September 1892.

E. H. Sprinkle



C. H. Spruells  
To 1/2 Notice  
Newton Wygob-

---

"B"



E.E.Sprinkle

Plaintiff

VS

J.R.Elv et als.

Defendants

This day E.F.Sprinkle personally appeared before me J.A.G.Hyatt Clerk of the Circuit Court of Lee County and made oath that one Newton Wygal who claims to be a purchaser of the logs enjoined in the above styled cause, has since the granting of said Injunction and with full knowledge that the same had been granted, been removing, hauling away, and selling, the lumber manufacture and sawed from said timber the removal or disposal of which was and is enjoined.

Given under my hand this 14th day of March

1893.

*J. A. G. Hyatt*



E. F. Sprinkle

vs 3 Affidavit

J. R. Ely et al

Filed March 14/1893

J. H. Hyatt cc



E. H. Sprinkle  
vs { Elliott's Plat  
James R. Ely et al

---

Filed with Elliott's  
Deeds.

Marked. "P."



Cumberland Mountain.

60 Acres.

Rhoden Land  
or Sprinkles

160 ft.

Summit of Cumberland Mountain

Log Cabin

Log Cabin





E. F. Sprinkle

Commissions Office  
Jaysville Va

J. R. Ely et al

In Chancery  
June 1<sup>st</sup> 1895

To the Hon. W. S. Miller  
Judge of Lee County Circuit  
Court. Your undersigned  
Special Comm. in obedience  
to a decree entered in the  
above styled Cause March 12<sup>th</sup>  
1895. after giving the attorneys  
interested and E. F. Sprinkle  
notice proceeded by an  
agreement between the parties  
on the 1<sup>st</sup> June 1895; to perform  
the duties assigned me in  
said decree.

By a careful examination of  
the papers in this Cause, I  
find that at the time J. R.  
Ely et al deeded to E. F. Sprinkle  
the land known as the Joseph  
Williams tract, there was two  
purchase money notes outstand-  
ing and unpaid one of \$260.<sup>00</sup>  
assigned by Joseph Williams to  
A. L. Fridmore bearing interest  
from January 1<sup>st</sup> 1890 till paid  
and one of \$250.<sup>00</sup> which had  
been assigned to W. P. Wood by said



Williams drawing interest from  
January 1<sup>st</sup> 1895. aggregating the  
sum of \$570.00 of principal money  
unpaid which was a lien on  
said land. The note of \$250.00  
assigned W. P. Wood was converted  
into a judgment by the management  
of A. M. Goins Attorney for said  
W. P. Wood after which said  
Wood by Petition in this  
Cause, <sup>of A. L. Pridemore & J. R. Ely et al here filed</sup> endeavored to enforce  
against this said Williams land

A Sale was reported to him  
by Curv. D. L. Sewell (the same)  
and after all these and various  
other transaction, the said Ely  
came forward and as is shown  
by the depositions of J. M. Orr  
and A. M. Goins herewith filed  
marked "O & G." fully settled this  
Woods Judgment and lien and  
the same was to be entered satisfied  
when a note of \$50.00 assigned  
Woods on J. M. Orr was fully  
paid. So your Court concludes  
this lien so far as this land  
is concerned is settled,

Leaving only the amount  
going to A. L. Pridemore unsettled.



led, which amounts as follows

Amount Note	\$260.00
Int. from Jan 1 <sup>st</sup> 1890 to June 1 <sup>st</sup> 1895	84.50
Costs & Comm. See suit	50.44
Accumulated Costs	\$394.96
	7.63
Amount Williams Land Sold for	\$402.59

This is the sum of the lien which has been enforced against the Williams land, although the entire tract, only on the final sale to Pridemore, brought this sum of money, which is much below the price the parties received it, Your Commr. concludes this is the only sum or amount Mr. Sprinkle can legally assert against the land in the Poor valley exchanged by him with said Elys and on which he retained a lien for this particular purpose.

And from the deed made by Sprinkle to Elys for the Poor valley land it is shown that he releases from such lien 60 Acres of said tract on the west end thereof, hence this lien of \$402.59 and the costs of this suit up to the time of the filing



x  
the amended Bill herein as may be  
taxed by the clerk is properly  
enforceable on the balance of  
the 120 acre tract after deducting  
60 acres on the west end.

Mr. Sprinkle shows by his own  
deposition in this cause that  
from flattering inducements  
held out by said J. R. Ely to  
him, that he was induced to  
release 21 acres of the land exchan-  
ged <sup>free</sup> from purchase lien in his  
deed, and asks that said deed  
be set aside so far as the 21 acres  
of land exchanged is concerned,  
and that his lien should operate  
on 81 acres instead of 60 acres.

As to this claim Your Court  
is not sufficiently advised, and  
respectfully refers the question  
to your Honor for decision.

On the 21 acres of land  
sold to said Ely by said  
Sprinkle as is fully set out  
in the amended Bill, it is  
admitted that all the purchase  
money has been paid thereon  
except the \$50.<sup>00</sup> and its interest  
therein shown the Court.



Hence the purchase money remaining unpaid on the 21 Acres is as follows viz

Note. Interest from Jan. 1<sup>st</sup> 1894 \$ 50.00

Interest to June 1<sup>st</sup> 1895

4.25

Estimated Costs this suit on and bill

\$ 54.25

50.00

Total - - - -

\$ 104.25

Respectfully submitted

J. A. S. Hyatt  
Carr.

This report is excepted to in so far as it fails to report the entire 60 acres part of the 120 acre tract of land in Poor Valley, and on the west end thereof, free from lien as is provided in the deed from Elisha H. Sprinkle & wife to Sarah L. Ely. (See deed marked "O") The Carr seems to refer the question to the Court as to whether 21 acres part of the 60 acres on west end of said tract is free from lien, when the deed clearly so provides.

B. H. Semell.

June 5<sup>th</sup> 1895.

James W. Orr, atty  
for Elys.

The Plaintiff excepts to this report in so far as it fails to allow to him the said Plaintiff the \$50. still due by Judge Orr on the land purchased by him from Ely. He as well as Wood had notice of



The fact that they had failed to pay the loan question, against ~~him~~ the land conveyed by him to Sprinkle. And it is further specified to devalue the Comr. says the land sold for 402.59. When the report in the case shows that said land sold to W P Wood for \$1. and as the report of Comr Hyatt is confirmed in so far as it gives the \$5000 or more to Wood he should be held to pay. The difference \$450 his bid. 402.59 the amt of Poole Mor's lien.

Reuben T Hyatt  
for Sprinkle

C. C. Sprinkle  
Comr Report  
J. R. Edwards  
Filed by agreement  
June the 1st 1895  
C. W. Muncy, clk

See Exhibits

Lawrence fee \$10.00

Judge C. C. Sprinkle will take notice of these proceedings and will full value of the property of Mrs. Poole as well as the proceeds of it and must attend the proceedings so that once he is a purchaser pendente lite

Reuben T Hyatt  
for Sprinkle



To the Honorable W.T. Miller, Judge of the Circuit Court for  
Lee County, Virginia:

Elisha F. Sprinkle,

Plaintiff.

vs.

In Chancery.

James R. Ely et als.

Defendants.

Your undersigned special commissioner, having been appointed by a decree of your honor's court pronounced in the above styled chancery cause on the \_\_\_\_\_ day of June 1895, to make sale of some land mentioned and described in ~~xxxxxxx~~ the ~~ex~~ bill and proceedings in said cause, begs leave to submit the following report:

I advertised the time terms and place of said sale by posting written notices thereof, one at the front door of the Courthouse, and two others in the vicinity where said land lies

Pursuant to said notice, I offered said land for sale on the 13th day of November 1895, that being the first day of the November term of the County Court for Lee County. There was only one offer to buy said land. E. F. Sprinkle, the plaintiff in said cause, bid the sum of sixty dollars for said land, that amount being the costs of said suit, as nearly as we could ~~ascertain~~ <sup>crying</sup> certain. After considerable ~~and~~ no bids except the one above referred to, I knocked said land consisting of two tracts, a sixty acre tract and a twenty acre tract, <sup>off</sup> to the said E. F. Sprinkle.

The said Sprinkle afterwards produced to your commissioner receipts covering all the costs in the case and amounting to sixty-one dollars and fifty-nine cents. Said receipts are herewith filed as part hereof marked "A".

Of course your commissioner took no notes or bonds because the land did not sell for more than the costs.

The debts for which this land was sold were owing to Mr. Sprinkle, and your commissioner thinks the sale ought to be confirmed.

Very respectfully submitted,

*L. J. Wyatt*  
Special Commissioner.



The confirmation of the sale herein  
reported is as to the 2/1 acre tract -  
reported is excepted to, because, ~~because~~  
R. J. Wood purchased the said 2/1 acre  
tract & settled the whole of the pur-  
chase money to the satisfaction  
of E. A. Sprinkle. ~~March~~, 3, 1896

Remington Bros  
for R. J. Wood.



Elisha F. Sprinkle }  
vs. } Chancery.  
James B. Ely, et als }

\$23.97

Received of E. F. Sprinkle, the sum of  
Twenty-~~Three~~ dollars and ~~seventy-two~~ <sup>ninety-seven</sup> cents  
in full of my costs as clerk and commissioner  
in the above styled cause. This Nov. 18<sup>th</sup> 1895-

L.A.G.H.

J.A. West

Received of E. F. Sprinkle the sum of Two  
dollars and fifty cents in full of my costs in  
the above styled cause. This Nov. 18<sup>th</sup> 1895-

C.E.F.

C.E. Flanagan  
Late Sheriff Lee Co. Va.

Received of E. F. Sprinkle the sum of five  
dollars in full of my costs for taking dep-  
ositions in the above styled cause. This  
Nov. 18<sup>th</sup> 1895.

H.B.J.

H.B. Joslyn - J.P.

Received of E. F. Sprinkle Eight dollars  
and sixty-two cents in full of my costs  
in the above styled cause, including esti-  
mated costs for March Term 1896. This  
Nov. 18<sup>th</sup> 1895.

A.B.M.

A.B. Munsey clerk

Received of E. F. Sprinkle the sum of  
Fifteen dollars in full of the legal Atty  
Fee in the above styled cause. This  
Nov. 18<sup>th</sup> 1895.

C.T.G.

C.T. Gurnea  
Atty.

Received of E. F. Sprinkle the sum of  
one dollar my witness claim in the above  
styled cause. This Nov. 18<sup>th</sup> 1895.

Haberm.

Ferdinand Haberm



R.S.S.

Received of E. F. Sprinkle the sum of fifty cents in full of my witness claim in the above styled cause. This Nov. 18<sup>th</sup> 1895.

E. F. Sprinkle

J. Mink

Received of E. F. Sprinkle the sum of fifty cents in full of my witness claim in the above styled cause. This Nov. 18<sup>th</sup> 1895.

J. J. Mink

C.C.E

Received of ~~E. F. Sprinkle~~ ~~E. F. Elliott~~ the sum of one dollar in full of my witness claim in the above styled cause. This Nov. 18<sup>th</sup> 1895.

E. F. Elliott

Wm E.

Received of E. F. Sprinkle the sum of fifty cents in full of my costs as witness in the above styled cause. This Nov. 18<sup>th</sup> 1895.

Received of E. F. Sprinkle the sum of three dollars in full of my commissions for making sale of land in above styled cause. This Nov. 18<sup>th</sup> 1895.

L. J. Hyatt



E. H. Sprinkle

VS  $\frac{1}{2}$  Report of Sale  
 $\frac{1}{2}$  of L. F. Hyatt  
Cour.

Jas. H. Elip et al

Filed Feby 194/1896  
A. B. Munnay  
Clerk

110



N-OTICE!!

Sale of Land.

E.F.Sprinkle,

vs.

Decree.

J.R.Ely et als.

This cause came on this day to be heard upon the papers formerly read in the cause, the report of sale made by L.T.Hyatt, Special Commissioner, and the petition of J.W. Orr, and was argued by counsel. Upon consideration of which the court doth allow J.W. Orr to file his petition and raise the bid on the land sold by said special commissioner to the sum of \$100.00; and the said commissioner is hereby directed to pay over to the purchaser, E.F.Sprinkle, all money or other thing collected from him as costs, and he will re-sell said land, starting the same at J.W.Orr's bid of \$1000.00, and he will observe ~~th~~ the requirements in ~~al~~ other respects of a former decree in this cause directing him to sell said land and the cause is continued.

Commissioner's Notice!

On the 20th day of July 1896, at the front door of the Court-house of Lee County, I will sell the two tracts of land in the above cause mentioned, and will execute the decree of which the foregoing is a copy. One of said tracts contains 60 acres and the other 21 acres, and both are situated in the Poor Valley about one mile from Ben Hur. The terms of sale will be cash sufficient to pay costs and commissions, and the residue on a credit of one, two and three years. Bonds with good security will be required of the purchaser for the deferred payments.

This June 19th 1896.

*L.T. Hyatt*

Special Commissioner.



E. F. Sprinkle  
vs  
J R Ely & als.



To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned, who was, by a decree rendered by your honor's court of chancery in the chancery cause of E.F.Sprinkle vs. J.R.Ely et als. on the 6th day of March 1896, directed to re-sell said tract or tracts of land, starting the same at J.W.Orr's bid of \$100.00, begs leave to report as follows:

I advertised said land for re-sale by posting written notices thereof at the front door of the Court-house and at other places in the neighborhood where the land lies. A copy of said notice is here filed as a part of the report.

On the 20th day of July 1896, the day mentioned for day of sale in said notices, I offered said land for re-sale at the front door of the Courthouse, at the noon recess of the court, when E.F.Sprinkle bid for said land the sum of two hundred and sixty dollars, and that being the highest bid offered for said two tracts of land the same were knocked down to him at that price.

The said Sprinkle, at the former sale, having produced to me the receipts of the parties entitled for their ~~extra~~ costs, I did not require of him the payment of the costs of the suit in cash except as to the additional costs of the Clerk and the additional Commissions for the sale. Mr.Sprinkle produced to me the receipt of the Clerk for his additional costs and the same together with my receipt for \$10.00 commissions is herewith filed.

I did not require of the purchaser his bonds for the deferred payments for the reason that the price of the land is going to him, that is, the land was sold for a lien held by him.

I can fully recommend the confirmation of this sale. I have been on the land recently, and I consider that it sold for more than it is actually worth.

Very respectfully submitted,

*L. P. Hyatt*  
Commissioner.



E. F. Sprinkle

13. 3 In Chy.

J. R. Ely et al.

---

Report of R. T. Hyatt  
Comr. of re-sale  
of lands.

---

Filed Oct. 14<sup>th</sup> 1896.

A. B. Munsey  
Clerk



Virginia

Circuit Court for Lee County  
To the Hon. W. G. Miller, Judge  
of the said Court:

The undersigned was, by decree of your honor's court of Chancery rendered in the Chancery cause of E. F. Sprinkle vs. James R. Ely et als., on the       day of November 1896, appointed a commissioner and as such directed to make, execute and acknowledge a deed conveying the lands heretofore sold by him by order of court, to E. F. Sprinkle.

Now your honor. begs leave to report that he has made executed and acknowledged the deed as directed and herewith files the same for ~~the~~ inspection and approval by the Court.

Very Respectfully  
L. F. Hyatt,  
Commr.



E. F. Sprinkle  
- Report of Deed  
vs. L. T. Hyatt, Comr.

J. R. Ely et al

Filed Feb 12 1897.

A. B. Munsey clerk.



Measurements of  
trees across the  
stump by J.B.F.  
Habermel & filed  
with his deposition

'A'



1 Poplar Tree 24 in Crude the Stump 25

1 " " 24 " " " " 24

1 " " 23 " " " " 20

1 " " 23 " " " " 29

1 " " 29 " " " " 28

1 " " 23 " " " " 27

1 " " 24 " " " " 26

1 " " 23 " " " " 25

1 " " 24 " " " " 24

1 " " 18 " " " " 23

1 " " 24 " " " " 22

1 " " 20 " " " " 21

1 " " 27 " " " " 20

1 " " 19 " " " " 19

1 " " 21 " " " " 18

1 " " 25 " " " " 17

1 " " 25 " " " " 16

1 " " 21 " " " " 15

1 " " 20 " " " " 14

1 " " 20 " " " " 13

1 " " 20 " " " " 12

1 " " 24 " " " " 11

1 " " 24 " " " " 10

1 " " 31 " " " " 9

1 " " 23 " " " " 8

1 " " 25 " " " " 7

1 " " 25 " " " " 6

1 " " 24 " " " " 5

1 " " 28 " " " " 4

1 " " 34 " " " " 3

1 " " 30 " " " " 2

1 " " 33 " " " " 1

1 " " 30 " " " " 1

1 " " 32 " " " " 1

1 " " 18 " " " " 1



1	11	24
1	11	24
1	11	18
1	11	20
1	11	24
1	11	36

# Oaks Trees

1	11	23 in	Crude The Stump
1	11	22	"
1	11	24	"
1	11	24	"

1 Paper tree cut an Left 24 in



This deed made on this 10<sup>th</sup> day  
of October 1890 between Sarah C.  
Ely and Charles N. Ely of the first  
part and Eliska F. Sprinkle of the other  
part all of the county of Lee and  
State of Virginia witnesseth that for  
and in consideration of the sum of  
Seven hundred and fifty Dollars to  
them in hand paid by the party of  
the second part to the party of the  
~~first~~ ~~party of the~~ first part the receipt  
of which is hereby acknowledged the  
parties of the first part have this day  
bargained sold and by these presents do  
bargain sell convey and deliver to the  
party of the second part one certain  
tract or parcel of land situate in the  
county of Lee and State of Virginia  
adjoining R. D. Flanary's land and others  
containing Sixtyfour acres be the same  
more or less and bounded as follows to  
wit Beginning at a stake corner  
to Charles Harretts land and with his line N 29<sup>3</sup>/<sub>4</sub>  
W 36<sup>1</sup>/<sub>4</sub> Poles to a stake corner to R. D. Flanary's  
land S 82<sup>1</sup>/<sub>4</sub> W. 132 Poles to a stake on an old  
original line we passed a tripple chestnut  
corner at the end of 50 Poles then with an  
old road S 25<sup>1</sup>/<sub>4</sub> W 5 Poles to stake S 38<sup>1</sup>/<sub>4</sub> W



6 Poles to Stake S44°W 21. Poles to chestnut.  
and Stake corner to Francis Garretts  
land and with a division <sup>line</sup> said Garretts  
line S46½°E 110 Poles to a Stake in  
the Sulphur Spring road and with it  
N45½°E 127½ Poles to the Beginning  
to have and to hold the said tract  
or parcel of land with all the  
appurtenances thereto belonging forever  
and the parties of the first part  
will forever warrant and defend  
against the claim or claims of any  
and all persons whomsoever witness  
the following signatures and seals  
this the day and year first above  
written

Sarah C. Ely (seal)  
Charles. N. Ely (seal)  
James. R. Ely (seal)

State of Virginia, County of Lee, to-wit: -

I, John B. West, a Notary Public for said  
county, in the state aforesaid, do certify  
that Sarah C. Ely and Charles. N. Ely  
and James R. Ely, whose names are signed  
to the foregoing deed, bearing date October  
10th 1890, have acknowledged the same before  
me in my said county.

Given under my hand this, 26th, day of  
March 1891

John B. West, N.P.



C. F. Sprinkle  
From { Deed  
Sarah C. Ely &  
Charles N. Ely

"B"



This deed made and entered into on  
this 10<sup>th</sup> day of October in the year  
1890 by and between Elisha F. Sprinkle  
and Jennie Sprinkle his wife of the first  
part and Sarah B. Ely of the other part  
all of the county of Lee and State of  
Virginia witnesseth that for and in  
consideration of the sum of nine  
Hundred dollars to them in hand ~~paid~~  
paid the receipt whereof is hereby  
acknowledged the parties of the first  
part have this day bargained sold and  
delivered to the party of the second  
part one certain parcel or tract  
of Land lying and being in the  
county of Lee and State of Virginia  
in poor valley containing by estimation  
one hundred and twenty acres be the  
same more or less and bounded  
as follows to wit Beginning at a  
Stake in the county road in poor valley  
where Mr. Rhodons western line crosses  
said road thence westward with said  
road as it meanders Poles to a stake  
where the line of said E. F. Sprinkles  
crosses said road before this said tract  
is out of them N 9 $\frac{3}{4}$  W Poles to a  
fallen Water Oak and standing white oak &



with his line  
glogwood corner to David Penning land and  
N 34° W 83 $\frac{3}{4}$  Poles to a low rock stake and  
two small chestnut sprouts in the Fisher  
line then with said Fisher line S 79  
W 210 Poles to a stake on top of the  
Stone mountain where the said Fisher  
line crosses said mountain thence  
Eastward along and with the top of said  
mountain as it meanders 344 Poles to a  
stake corner to the said Mrs. Rhodons  
land and with her line S 31 $\frac{1}{2}$ ° E  
Poles to a stake in the poor valley  
road the Beginning to have and  
to hold the said tract or parcel  
of Land with all the appurtenances  
there to belonging forever and the  
Elisha F. Sprinkle and Jennie his  
wife will warrant generally the  
the title to the above described  
tract and witness the following signatures  
and seals <sup>we here by retain the record</sup> this the day and year first  
seen 60. above to be accepted  
above written E. F. Sprinkle (seal)  
on the west end of the place free from claim Virginia Sprinkle (seal)  
until the williams claim is satisfied

Virginia Lee County to wit

J. H. Cox a justice of the peace in and for the  
County and State aforesaid do certify that  
E. F. Sprinkle and Jennie Sprinkle his wife whose  
names are signed to the within deed bearing date  
on the 10<sup>th</sup> day of October 1890 personally appeared  
before me in my County aforesaid and acknowledged  
the same to be their act and deed  
Given under my hand this Nov 24<sup>th</sup> 1890 J. H. Cox, J. P.



Virginia Lee County to wit:

In the office of the clerk  
of the said county the 28<sup>th</sup> day  
of March 1891, this deed was  
presented and together with  
the certificate thereto an-  
nexed admitted to record.

Teste John R. Gibson  
Clerk.



Elisha F. Sprinkle  
and wife Deed  
to Sarah b. Ely

Recorded Deed  
Book 26 P. 4817

J. R. Gibson  
Att

Monies "O"



This contract made this 13th day of June  
1892, by and between James R Ely, Sarah C  
Ely & Charles Ely of the one part, and  
Newton Hygal, of the other part, all of  
Lee County Virginia, Witnesseth that the  
said parties of the first part, have this  
day sold and delivered to the party of  
the second part a lot of poplar & oak  
logs, <sup>cut &</sup> on the land purchased by said Sarah C  
Ely from Elisha H Sprinkle and lying in  
said County in Poor Valley and near the  
L. & N. R. R. for which the said Hygal is  
to pay the said parties of the first part  
\$4.50 per 100 feet, and the said logs  
having been measured, the amount of  
said purchase is \$325.00 and the said Hygal  
has paid down to said parties of the first  
part and assumed to others the full  
amount of said purchase money.  
Witness our hands and seals.

J. R. Ely seal  
Sarah C. Ely seal  
C. E. Ely seal  
Newton Hygal seal



James R Ely & others

with Contract

Keaton H. Neal.

(mounted)  
"M"

F



Virginia

At a circuit Court Continued and  
held for Lee County at the March 15<sup>th</sup> 1893.  
E. F. Sprinkle      Plff      In Chancery  
against      Defts  
James B. Ely et al

# # # It is adjudged ordered  
and decreed, that a rule be awar-  
ded, against Newton Hygal  
returnable to the first day of  
the next term of this Court  
to show Cause if any he can  
why he should not be fined  
and attached for selling  
hauling away and removing  
the lumber cut, sawed and  
manufactured from the logs  
cut from the land in the  
(1 Copy) Bill and proceedings mentioned.  
And this Cause is continued.

A Copy

Lester J. Hyatt C



E. F. Sprinkle  
vs Rule

J. O. Ely et al

To 1st day June Term 1893

Executed April  
the 20. 1893 by  
deleting and  
affixing copy of the  
within rule to  
Newton Wygol  
This April the 21. 1893  
C. E. Flanagan. S. J. C.

Free for copy 78<sup>cts</sup>



\$402.59  
 .013

95 - 8 19  
 95 - 6 1  
 2 18

120777

40259

~~523367~~

402.59

407.82

43.42

451.24

300.00

151.24

02

3.0248

78.00

18.02

.01  
 .003

.013

50.00

~~.65000~~

54.28

54.80

20.79

~~75.59~~  
 .05

3.7795

74.59

\$78.37

41.72  
 4.20

457.24

18.02

\$475.26



KNOW ALL MEN BY THESE PRESENTS

E. F. Sprinkle

J. A. G. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Six Hundred

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 16<sup>th</sup> day

of June, one thousand eight hundred and ninety two

The Condition of The Above Obligation is Such, That whereas the above bound

E. F. Sprinkle

on

his

bill in Chancery against

J. R. Elys et al

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

the said Elys & all other persons from cutting or disposing of any timber cut or removed from the land in the bill mentioned on which said Sprinkle stands as

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

he

, or some one for

him

, shall enter into a

bond, with good security, in the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of Six Hundred

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said E. F. Sprinkle shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

J. A. G. Hyatt

E. F. Sprinkle

(SEAL)

N. B. Co.

(SEAL)

(SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me J. A. G. Hyatt, clerk of the circuit court of the county of Lee

and made oath that

J. S. Leox

those for which he

he has estate, after the payment of all his just debts, and

worth the sum of

One Thousand

dollars,

over and above exemptions allowed by law.

GIVEN under my hand this 16 day of June

1892

Clerk.



E. F. Sprink &  
253 Band

J. R. Ely et al

Filed June 16/82  
J. H. Bryant

11 Grt -  
1 Grt -  
1 Road -  
5 Min -  
10 Sph  
95.

Forest

To Town



E. F. Sprinkle,  
vs } Luchey  
James R. Ely et al }

The amended bill filed  
in the above styled cause  
is excepted to.

1<sup>st</sup> Because it is filed at  
rules without leaving of  
the Court, and as an amended  
bill original bill, to which  
there had been an appearance.  
2<sup>d</sup> Because it seems to set  
up a separate and distinct  
cause of complaint from  
that obtained in the said  
original bill.

March 12<sup>th</sup> 1894,

James M. Orr  
B. H. Swallow  
Atty. for Ely et al,



E. H. Spruice

as E. R. Stephens.

James R. Ely et al

on Ex to  
successor will



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in July next, being rule day to answer a bill in Chancery exhibited in our said Court  
against Thomas by E. F. Sprinkle

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.  
This 20th day of June 1882, in the 11th year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.



The required bond having been executed & filed, the Defendants & each of them and all persons are restrained from selling removing or in any way disposing of the Timber cut from & remaining on the lands in the title & rights mentioned & conveyed by the said plaintiff to the defendant Sarah E. Ely and on which he retained a vendors lien  
 Test J. K. [Signature]

1894  
 E. H. Sprinckles  
 in presence of  
 J. W. Ely et al  
 do 1st July 1892

executed by delivering  
 an office copy of the  
 within said in & conveyance  
 to J. K. Ely and Sarah E.  
 Ely this June 20<sup>th</sup> 1892.  
 J. H. Weston Deputy for C. C.  
 Flanagan S. G. C.  
 Sublet executed by delivering  
 an office copy of the within  
 to J. K. Ely and Sarah E. Ely  
 this June 20<sup>th</sup> 1892.  
 J. H. Weston Deputy Sheriff  
 for C. C. Flanagan S. G. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*Le. Le. Elliott*

to appear before <sup>a Court</sup> ~~the Judge~~ of our Circuit Court of Lee County, at the court-house thereof on the <sup>2nd</sup> day of *November* 189*3*, to testify and the truth to say in behalf of the *Deft*

*Elisha F. Sprinkle* in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between *said*

*E. F. Sprinkle*

Plaintiff

and

*James O. Ely et al*

Defendants:

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *31st* day of *October* 189*3*, and in the *11*<sup>*8*</sup> year of the Commonwealth.

*A. B. Munsey* Clerk.



E. F. Sprinkle

Yes {

SUBPENA  
FOR  
WITNESS.

J. R. Ely et al

Circuit Court, the 2nd day of

Nov. 1893.

Executed by  
Summoning the  
within witness  
W. P. Sprinkle  
C. F. L.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*James R Ely, Sarah C Ely*  
*Charles N Ely*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said  
Court on the *1st* Monday in ~~July~~ *August*, 189*4* to answer a bill in Chancery,  
exhibited against *them* in our said court by *E F Sprinkle*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*4th* day of *June* 189*4*, and in the 11 *8th* year of the  
Commonwealth. *A B Munsey* Clerk.



vs. { SUPCENA  
IN CHANCERY.

p. q.

To ..... Rules,  
Circuit Court.



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*James R Ely, Sarah C Ely  
and Charles R Ely*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in ~~July~~ *August*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *E F Sprinkle*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*4th* day of *June*

189*4*, and in the 11 *8th* year of the

Commonwealth.

*A B Munsey* Clerk.



1.50  
20  
1.50  
100  
420

E. F. Sprinkle

vs. { SUPRENA  
IN CHANCERY.

James R. Ely et al

Duncan & Hyatt p. q.

To 1st August Rules,  
Circuit Court.

Executed Aug 2. 1884  
in part by delivering  
an official copy of the  
writ in summons to  
James R. Ely and  
Sarah. G. Ely this  
Aug the 6. 1884  
C. E. Flanagan

S. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. R. Ely, Sarah L. Ely and  
C. N. Ely*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 189*4* to answer <sup>*an amended*</sup> bill in Chancery, exhibited against *them* in our said court by *E. F. Sprinkle*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *16th* day of *February* 189*4*, and in the *11 8th* year of the Commonwealth.

*A. B. Munsey* Clerk.



C. F. Sprinkle

vs. { SUBPENA  
IN CHANCERY.

J. R. Ely et al

Duncan & Hyatt p. q.

To 2<sup>nd</sup> Feby Rules,

Circuit Court.

Exempted Feb. 16. 1894

by delivering and office

copy of the within return

to J. R. Ely, Charles W.

Ely, and Sarah C. Ely

C. C. Flannery, S. L. C.



LAWYER'S FILE COVER.

Court No. \_\_\_\_\_ Office No. \_\_\_\_\_

*In re* \_\_\_\_\_ Court \_\_\_\_\_

*E. F. Sprinkle*

vs.

*James R. Ely et al.*

Plaintiff's Residence \_\_\_\_\_

Defendant's Residence \_\_\_\_\_

Amount in \_\_\_\_\_

Received \_\_\_\_\_ 18

Cancelled \_\_\_\_\_ 18

Forwarded \_\_\_\_\_

for Collection

Resides at \_\_\_\_\_

Instructed to \_\_\_\_\_

NOTES

*N.C. \$11.72 to Jan 1893*

*M.C. 7.54*

*Sheriff 4.20*

*Court 17.25 Hyatt*

*JP 5.00 Joslyn*

*Mits 3.50*

*att'y 15.00*

*Estimate 5.00*

*\$64.21*

CASE \_\_\_\_\_

*And Thomas*

*See vests on back on  
least end. Land samples  
sold Ely in 1893*

*\$370.00 in the  
money due  
+ Int. Wm. Ely has  
paid. Learning from  
+ costs Int. to 1893*

*\$150.00 paid by  
Wm. Ely 1893  
get done*



OF THE CASE.

RECEIVED AND DISBURSED.

Dr.

Cr.